UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 10-K

☒ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the fiscal year ended June 30, 2022

or

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

Commission File Number: 000-52082

CARDIOVASCULAR SYSTEMS, INC.

(Exact name of registrant as specified in its charter)

Delaware	**41-1698056**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)

1225 Old Highway 8 Northwest
St. Paul, Minnesota 55112-6416
(Address of principal executive offices, including zip code)

Registrant's telephone number, including area code:**(651) 259-1600**

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol	Name of each exchange on which registered
Common Stock, One-tenth of One Cent ($0.001) Par Value Per Share	CSII	The Nasdaq Stock Market LLC

Securities registered pursuant to Section 12(g) of the Act: None.

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☐ No ☑

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Exchange Act. Yes ☐ No ☑

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☑ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☑ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☑	Accelerated filer	☐
Non-accelerated filer	☐	Smaller reporting company	☐
Emerging growth company	☐		

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act ☐

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report. Yes ☑ No ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☑

As of December 31, 2021, the aggregate market value of the registrant's common stock held by non-affiliates of the registrant was approximately $736.5 million based on the closing sale price as reported on The Nasdaq Stock Market LLC.

The number of shares of the registrant's common stock outstanding as of August 11, 2022 was 40,964,920.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the proxy statement for the registrant's 2022 Annual Meeting of Stockholders are incorporated by reference into Items 10, 11, 12, 13 and 14 of Part III of this Form 10-K.

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Preliminary Notes

We make available, free of charge, copies of our annual report on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K and amendments to those reports filed or furnished pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act") on our website, *www.csi360.com*, as soon as reasonably practicable after filing such material electronically or otherwise furnishing it to the Securities and Exchange Commission ("SEC"). We are not including the information on our website as a part of, or incorporating it by reference into, this Form 10-K.

The SEC maintains a website that contains reports, proxy and information statements, and other information regarding issuers, including us, that file electronically with the SEC. The public can obtain any documents that we file with the SEC at *www.sec.gov*. We file annual reports, quarterly reports, proxy statements, and other documents with the SEC under the Exchange Act.

This Form 10-K contains plans, intentions, objectives, estimates and expectations that constitute forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Exchange Act, which are subject to the "safe harbor" created by those sections. Forward-looking statements are based on our management's beliefs and assumptions and on information currently available to our management. In some cases, you can identify forward-looking statements by terms such as "may," "will," "intend," "should," "could," "would," "expect," "plans," "anticipates," "believes," "estimates," "projects," "predicts," "potential" and similar expressions intended to identify forward-looking statements. Examples of these statements include, but are not limited to, any statements regarding our future financial performance, results of operations or sufficiency of capital resources to fund our operating requirements, and other statements that are other than statements of historical fact. Our actual results could differ materially from those discussed in these forward-looking statements due to a number of factors, including the risks and uncertainties that are described more fully by us in Part I, Item 1A and Part II, Item 7 of this Form 10-K and in our other filings with the SEC. You should not place undue reliance on these forward-looking statements, which apply only as of the date of this Form 10-K. You should read this Form 10-K completely and with the understanding that our actual future results may be materially different from what we expect. Except as required by law, we assume no obligation to update these forward-looking statements publicly, or to update the reasons actual results could differ materially from those anticipated in these forward-looking statements, even if new information becomes available in the future.

We have received federal registrations in the U.S. Patent and Trademark Office ("USPTO") of certain marks, including "CSI®" (a first and second), "CSI® (Stylized)" (a first and second), "BE CALCULATED®", "BE CALCULATED® (stylized)", "CSIQ®", "CSIQ® (Stylized)", "DIAMONDBACK®", "DIAMONDBACK 360®" (a first and second), "DIAMONDBACK 360® (Stylized)", "GLIDEASSIST®", "STEALTH 360®", "STEALTH 360® (Stylized)", "TAKE A STAND AGAINST AMPUTATION®", "TAKE A STAND AGAINST AMPUTATION® (Stylized), "VIPERWIRE®", "VIPERWIRE ADVANCE®", "VIPERWIRE ADVANCE® (Stylized)", "VIPERSLIDE®", VIPERSLIDE® (Stylized)", "VIPERTRACK®", "VIPERTRACK® (Stylized)", "WIRION®", "ZILIENT®", and "ZILIENT® (Stylized)". We have applied for federal trademark registration with the USPTO of certain marks, including "DIAMONDBACK 360 PRECISION", "DIAMONDBACK 360 PRECSION (Stylized)" (a first and second), "PROPEL", "SHEPHERD", "SHEPHERD (Stylized)", "VIPERCATH", "WIRION" (Stylized), "VIPERCROSS" and "VIPERCROSS" (Stylized). All other trademarks, trade names and service marks appearing in this Form 10-K are the property of their respective owners.

PART I

Item 1. *Business.*

Corporate Information

Cardiovascular Systems, Inc. was incorporated in Delaware in 2000. Our principal executive office is located at 1225 Old Highway 8 Northwest, St. Paul, Minnesota 55112. Our telephone number is (651) 259-1600, and our website is *www.csi360.com*. The information contained in or accessible through our website is not incorporated by reference into, and should not be considered part of, this Form 10-K.

Business Overview

We are a medical technology company leading the way in the effort to successfully treat patients suffering from peripheral and coronary artery diseases, including those with arterial calcium, the most difficult form of arterial disease to treat. We are committed to clinical rigor, constant innovation and a defining drive to set the industry standard to deliver safe and effective medical devices that improve the lives of patients facing this difficult disease state. We have developed a patented orbital atherectomy systems ("OAS") for both peripheral and coronary clinical applications. The primary base of our business is catheter-based platforms capable of treating a broad range of vessel sizes and plaque types, including calcified plaque, which address many of the limitations associated with other treatment alternatives. To date, more than 670,000 patients have been treated with our OAS devices and we continue to expand our business to serve more patients with cardiovascular disease.

Peripheral

Our peripheral artery disease ("PAD") products are catheter-based platforms capable of treating a broad range of plaque types in leg arteries both above and below the knee, including calcified plaque, and address many of the limitations associated with other existing surgical, catheter and pharmacological treatment alternatives. The micro-invasive devices use small access sheaths that can provide procedural benefits, allow physicians to treat PAD patients in even the small and tortuous vessels located below the knee, and facilitate access through alternative sites in the ankle, foot and wrist, as well as in the groin.

The United States Food and Drug Administration ("FDA") granted 510(k) clearance for various OAS devices as a therapy in patients with PAD. We refer to these products in this Form 10-K as the "Peripheral OAS." In addition to our Peripheral OAS, we also offer support products within the peripheral space. Peripheral sales in the United States during the fiscal year ended June 30, 2022 represented approximately 66% of revenue.

Coronary

Our coronary artery disease ("CAD") product, the Diamondback 360 Coronary OAS ("Coronary OAS"), is a catheter-based platform designed to facilitate stent delivery in patients with CAD who are acceptable candidates for percutaneous transluminal coronary angioplasty or stenting due to de novo, severely calcified coronary artery lesions. The Coronary OAS design is similar to technology used in our Peripheral OAS, customized specifically for the coronary application. In addition to the Coronary OAS, we also offer support products within the coronary space as we expand treatment to a broader patient population with complex coronary artery disease.

We have received premarket approval ("PMA") from the FDA to market the Coronary OAS as a treatment for severely calcified coronary arteries. Coronary sales in the United States during the fiscal year ended June 30, 2022 represented approximately 27% of revenue.

International

We serve a growing patient population globally through an expanding distribution and sales network. Sales of our approved products in Japan are made through our exclusive Japan distributor, Medikit Co., Ltd. ("Medikit"). Sales of our products in the rest of the world, which primarily includes certain countries in Southeast Asia, Europe, Latin America and the Middle East and Canada, are primarily made through a network of distributors and sales agents.

International sales during the fiscal year ended June 30, 2022 represented approximately 7% of revenue.

Impact of COVID-19

The COVID-19 pandemic in the United States and internationally has caused us to experience ongoing disruptions in the procedures using our products. Procedures have been postponed, and may continue to be postponed, as a result of reduced availability of physicians or lab space to treat patients, the lack of personal protective equipment and active virus test kits, different treatment prioritizations, increased cost pressures and burdens on the overall healthcare infrastructure that result in reallocation of resources, customer staffing shortages, and governmental guidelines and restrictions. In addition, patients have elected to defer or avoid treatment for procedures that use our products due to anxiety about the potential spread of COVID-19 in facilities. Finally, our personnel and the personnel of our distribution partners and sales agents experienced restrictions on their ability to access many customers, hospitals, labs and other medical facilities for sales activities, training and case support as they may have been deemed to be "non-essential" personnel by those facilities, and there has been a reduction in procedure activity in these accounts.

In addition to the impact on procedure volumes, we experienced other disruptions as a result of the COVID-19 pandemic in fiscal 2022, such as the reallocation of company resources from our strategic priorities; supply chain disruptions that limited, delayed or prevented us from acquiring the components used to develop and manufacture our products or ship those products once manufactured; and decreased employee productivity. To address the continuing uncertainties associated with the pandemic and utilize our resources more effectively, in fiscal 2022 we reduced our field clinical support and realigned a small number of our sales representatives in territories or regions where procedural volumes no longer warrant incremental case support.

Throughout the pandemic, we have operated our manufacturing facilities and continued to ship product. Most of our office-based employees have telecommuted, and our field employees have continued to support cases in clinical settings where they are able to have access. We took and continue to take several actions intended to protect the health and well-being of our workforce and our customers. We will continue to monitor developments at the local, state and national levels in order to ensure that we and our employees have current information for purposes of making decisions in the dynamic and unpredictable environment and that we comply with applicable requirements.

Throughout the COVID-19 pandemic, we have observed the impact from the spread of some variants and the fluctuations in hospitalizations resulting from these variants. For example, there were significant disruptions in procedures that occurred in the first quarter of fiscal 2022 due to the Delta variant outbreak and in the second and third quarters of fiscal 2022 due to the Omicron variant outbreak. Many factors may increase or decrease procedure volumes, which would have an impact on our revenue and financial results, including vaccination levels and mandates, the spread of new, more viral or deadly variants of the SARS-CoV-2 virus, easing of social restrictions and government restrictions on elective and semi-elective cases, level of patient anxiety, medical facility and workforce capacity, and sales representative access to facilities to support cases. We continue to monitor the spread of variants and track hospitalizations resulting from variants of the SARS-CoV-2 virus.

Market Overview

Peripheral Artery Disease ("PAD")

Peripheral artery disease is widespread and can be life threatening. The disease is characterized by narrowed, hardened arteries in the legs, limiting blood flow to the legs and feet. If left untreated, PAD may continue to progress to Critical Limb Ischemia ("CLI"), a condition in which the amount of oxygenated blood being delivered to the limb is insufficient to keep the tissue viable. CLI may lead to non-healing ulcers, infections, gangrene, limb amputation or death. In many older PAD patients, particularly those with diabetes, PAD is characterized by fibrotic (moderately hard) or calcified (extremely hard) plaque deposits that can be very challenging to treat. Although we believe the rate of PAD diagnoses is increasing, we also believe that under-diagnosis continues, due to patient and physician awareness. Emphasis on PAD education from industry, medical associations, insurance companies and other groups, coupled with publications in medical journals and public news channels, is increasing physician and patient awareness of PAD risk factors, symptoms, and treatment options. Physicians manage a significant portion of the PAD diagnosed population by recommending lifestyle changes, such as diet and exercise, and by prescribing prescription drugs, such as statins. While medications, diet and exercise may improve blood flow, they do not treat the underlying vascular occlusions, and many patients have difficulty maintaining lifestyle changes. As a result of these challenges, many medically managed patients develop more severe symptoms that require procedural intervention.

Coronary Artery Disease ("CAD")

Coronary artery disease is the most common type of heart disease in the United States and is a life-threatening condition. CAD occurs when plaque builds up on the walls of arteries that supply blood to the heart. The plaque buildup causes the arteries to harden and narrow (atherosclerosis), reducing blood flow. The risk of calcific CAD increases with age and if a person has one or more of the following: high blood pressure, abnormal cholesterol levels, diabetes, or family history of early heart disease. Significant calcium contributes to poorer outcomes and higher treatment costs in coronary interventions when traditional therapies are used, including a significantly higher occurrence of death and major adverse cardiac events.

Our Peripheral OAS and Coronary OAS

Our orbital atherectomy systems represent a unique and innovative approach to the treatment of PAD and CAD that provide physicians and patients with a procedure that addresses many of the limitations of other treatment alternatives. The Peripheral OAS and Coronary OAS devices are single-use catheters that incorporate a control handle and flexible drive shaft with an eccentrically mounted diamond-grit-coated crown. The peripheral device is often used for vessel preparation to enable low pressure percutaneous transluminal angioplasty, including the use of drug-coated balloons, and results in lower use of bailout stents. The coronary device is similarly used to prepare a vessel by treating severe calcium prior to stent delivery to help facilitate vessel access and stent expansion and prevent malapposition of stent struts for optimal stent performance.

The OAS treats atherosclerotic plaque, which is harder than a normal vessel wall. The OAS is designed to differentiate between hard, diseased plaque and healthy, compliant arterial tissue, a concept that we refer to as "differential sanding." The diamond-grit-coated crown preferentially engages and sands away harder material, but is designed not to damage more compliant parts of the artery, which flex away from the crown. Physicians position the crown at the site of a lesion containing arterial plaque and orbit the crown against it to sand away the superficial, or surface, plaque and create a smooth lumen, or channel, in the vessel. In addition, the crown's rotating eccentric mass and orbital motion deliver pulsatile mechanical energy into the vessel wall. These pulsatile forces break up deeper plaque which may contribute to improving the compliance change of the diseased segment of the artery.

Multiple Applications

The unique OAS mechanism of action used in both the Peripheral OAS and Coronary OAS can be used to treat multiple anatomic locations.

- *Below-the-Knee and Behind-the-Knee Peripheral Artery Disease.* Arteries below and behind the knee are smaller in diameter and may be diffusely stenosed, calcified or both. Reaching and treating these small vessels requires a low profile, which most competitive devices do not offer. Behind-the-knee, or popliteal, lesions also present challenges if a stent is used because stents frequently fracture in this area due to the forces exerted on the vessels when the knee bends or flexes. The Peripheral OAS is effective in treating those vessels. The Peripheral OAS offers a shorter shaft length (60cm), a smaller profile and a more flexible shaft than the predecessors for improved ease of use, and includes a 4-Fr catheter that enables physicians to access lesions below-the-knee using retrograde access through arteries in the ankle or foot.

- *Above-the-Knee Peripheral Artery Disease.* Arteries above the knee are typically longer, straighter and wider than below-the-knee vessels. Plaque in these arteries may also be diffuse, fibrotic and calcific. Physicians often use higher speeds or larger crown sizes of our products to treat lesions above the knee. Our Peripheral OAS portfolio includes an extended length OAS that can treat above-the-knee disease through trans-radial access (access through the radial artery in the wrist). The ability to treat the larger above-the-knee arteries with OAS via the small trans-radial access sites is made possible by the unique features of the OAS including its small crossing profile, its extended length, and ability to orbit at higher speeds for treatment of larger vessels.

- *Multi-Level Peripheral Artery Disease.* Many patients have multi-level disease requiring treatment both above-the-knee and below-the knee which can require two or more procedures to treat the patient. Our Peripheral OAS Exchangeable series device allows the use of multiple crowns with a single handle, providing physicians with increased flexibility to treat different size vessels above and below the knee with one device in a single procedure.

- *Coronary Artery Disease.* The individuals more at risk for being diagnosed with CAD are those that have high blood pressure, abnormal cholesterol levels, diabetes or renal insufficiency, or have a family history of heart disease. The pathogenesis of CAD is marked by the accumulation of a fatty material called plaque on the walls of arteries that supply blood to the heart. The plaque buildup causes the arteries to harden and narrow (atherosclerosis), reducing blood flow. The Coronary OAS is the only atherectomy device specifically indicated for severe coronary calcium.

We believe the strong safety profile and proven efficacy of our OAS, stemming from the design of the product and demonstrated through key clinical trials, offers additional benefits to patients. Furthermore, the short set-up time and short procedure time offer an easy to use and cost efficient treatment option for physicians.

Our Supporting and Ancillary Products

In addition to our OAS, we offer additional products aimed at supporting procedures that use our OAS and other interventional cases.

- *Guidewires*. The Viperwire atherectomy guide wires are required for using the OAS and were designed to offer the ability to maneuver through tortuous, twisting blood vessels and cross challenging lesions. The OAS travels over this wire to the lesion and operates on this wire. Our newest coronary atherectomy guidewire, Viperwire with Flex Tip, is a nitinol guide wire with a stainless-steel support coil that provides reduced wire bias and a flexible tip for trackability. Our ZILIENT Peripheral guidewires further expand our low-profile endovascular portfolio and feature TWISTER® Core Wire Technology, a proprietary stainless-steel core design that offers strong support with navigation and torque response. The ZILIENT guidewires are designed to get to and across lesions and include four tip load choices across two diameters.

- *Catheters.* We sell OrbusNeich Teleport Microcatheters in the United States through an exclusive distribution agreement with OrbusNeich. We also sell our ViperCath XC Peripheral Exchange Catheter, which is the only 200 cm exchange catheter available to address the need for an extended length catheter when performing procedures with a radial access point. We also acquired a new portfolio of variable-pitch braided peripheral support catheters that are sold under the name of VIPERCROSS™, as described below under "Our Strategy - Pursue Strategic Acquisitions and Partnerships."

- *Balloons*. We sell the OrbusNeich Sapphire semi compliant ("SC") and Sapphire non-compliant ("NC") percutaneous translumenal coronary angioplasty balloon portfolio in the United States, which includes the only 1.0mm SC balloon on the United States market. Sapphire SC balloons are optimized for lesion entry and crossing with stainless steel hypo-tube for increased pushability and kink resistance. Sapphire NC balloons are optimized for robustness under high pressure and reliable sizing. We also sell the OrbusNeich JADE® PTA balloon catheter in the United States. The JADE PTA balloon catheter series is a non-compliant, over-the-wire design used during peripheral interventions. We recently launched the OrbusNeich Scoreflex® NC non-compliant specialty balloon.

- *Embolic Protection System.* In fiscal 2022, we launched the WIRION Embolic Protection System in the U.S. market and certain international markets. Embolic protection devices contain and remove thrombus and/or debris while performing peripheral vascular intervention. WIRION is compatible with multiple atherectomy devices. Following its launch, we conducted a voluntary recall of WIRION due to nine complaints of filter breakage during retrieval (of 697 total units distributed), and we are working to address the breakage issues and expect to introduce an improved product in the future.

- *Other OAS Support Products*. Our OAS uses a small, portable saline infusion pump that bathes the OAS shaft and crown and provides an electric power supply for the operation of the catheter. We also sell ViperSlide Lubricant designed to optimize the smooth operation of the OAS.

Our Strategy

Our goal is to be the leading provider of solutions for the treatment of complex PAD and CAD. We intend to broaden our product offering and expand to new international markets. The key elements of our strategy include:

- *Drive Adoption through Our Direct U.S. Sales Organization, Medical Education and Key Opinion Leaders*. We expect to continue to drive adoption of the OAS in both hospital and office-based lab settings through the strong support of a clinically knowledgeable direct U.S. sales force focused on the needs of interventional cardiologists, vascular surgeons, interventional radiologists and their cath lab teams. A key element of our strategy is a focus on educating and training physicians about disease states, our clinical data, and proper use and application of OAS technology through programs delivered via physician faculty, our direct sales force and live and virtual seminars where physician industry leaders discuss case studies and treatment techniques using the devices.

- *Build a Strong Portfolio of Clinical Evidence on Safety, Effectiveness and Economic Benefits of the OAS.* Physicians and payors are increasingly interested in clinical and economic evidence to support decisions regarding optimal treatment of patients. We are focused on conducting robust clinical studies that provide insight into and demonstrate the effectiveness of the OAS in treating complex peripheral and coronary artery disease. We believe that demonstrating the clinical advantages

and cost-effectiveness of our OAS technology is critical to support physician adoption of the OAS, drive best clinical practice, and sustain ongoing reimbursement coverage for our devices.

- *Enhance OAS and Expand Product Portfolio within the Market for Treatment of Peripheral and Coronary Arteries.* In addition to continued innovation and product development on our peripheral and coronary OAS platforms, we are growing our product portfolio to offer new devices that improve outcomes and expand the patient population we can treat. See "Pursue Strategic Acquisitions and Partnerships" and "Research and Development Activities - Development Activities" for descriptions of new products in development.

- *Expand Internationally.* We serve a growing global patient population through an expanding distribution and sales network. Sales of our approved products in Japan are made through our exclusive Japan distributor, Medikit. Sales of our products in the rest of the world, which primarily includes certain countries in Southeast Asia, Europe, Latin America and the Middle East and Canada, are primarily made through a network of distributors and sales agents. We intend to continue to seek additional distributors or commence direct sales in additional countries.

- *Pursue Strategic Acquisitions and Partnerships*. In addition to adding to our product portfolio through internal development efforts, we are opportunistically seeking ways to expand our portfolio through acquisitions, distribution agreements, licensing transactions, manufacturing agreements, joint ventures, collaboration and development agreements, and other strategic partnerships to add new product lines and technologies that leverage our sales expertise and footprint or complement our strategic objectives, including the following:

    - We have an exclusive U.S. distribution agreement with OrbusNeich to offer their full line of semi-compliant, non-compliant and specialty balloons and the Teleport Microcatheter.
    - In August 2019, we acquired the WIRION Embolic Protection System and related assets from Gardia Medical Ltd., a wholly owned Israeli subsidiary of Allium Medical Solutions Ltd.
    - In fiscal 2021, we entered into agreements with Chansu Vascular Technologies ("CVT") to develop novel peripheral and coronary everolimus drug-coated balloons. Under the terms of the agreements signed with CVT, we will provide milestone-based financing to CVT for the development of the drug-coated balloons. Under an acquisition option agreement, upon CVT's completion of key technical and clinical milestones in the development program, we will have exclusive rights and obligations to acquire CVT, subject to the satisfaction of closing conditions set forth in the agreement.
    - In fiscal 2021, we acquired a line of peripheral support catheters from WavePoint Medical, LLC. and we also engaged WavePoint to develop a portfolio of specialty catheters used in the treatment of chronic total occlusions and complex percutaneous coronary intervention procedures.
    - In fiscal 2021, we completed a minority investment and entered into an acquisition option agreement with CarePICS, LLC, a telehealth company offering a virtual care platform designed to improve the outcomes of patients suffering from peripheral artery disease PAD, CLI and lower extremity wounds.
    - In fiscal 2022, we announced development progress towards the commercialization of intravascular lithotripsy systems for the treatment of calcific coronary and peripheral artery diseases.
    - In fiscal 2022, we announced a partnership with Innova Vascular, Inc. to develop a full line of novel thrombectomy devices to remove blood clots from arteries and veins. Under the terms of the agreements signed with Innova, we have provided financing to Innova for the development of the thrombectomy devices. Under an acquisition option agreement, upon Innova's completion of key technical, regulatory and clinical milestones in the development program, we will have exclusive rights to acquire the thrombectomy devices, subject to the satisfaction of closing conditions set forth in the agreement.

Research and Development Activities

Clinical Studies Summary

We study the most challenging patient populations and are committed to providing relevant clinical evidence that enables physicians to select and utilize the best treatment options for their patients. A total of 7,659 subjects (4,838 PAD, 2,816 CAD, and five high-risk percutaneous coronary interventions) have been enrolled in our clinical studies as of June 30, 2022. Our clinical studies incorporate rigorous long-term clinical and healthcare economic data that are critical to improving patient care and ongoing healthcare changes.

The following clinical studies were completed or in process during fiscal 2022:

- ECLIPSE. This post-market, randomized one-to-one, multi-center trial is designed to evaluate vessel preparation with Coronary OAS Classic Crown compared to conventional angioplasty technique prior to drug-eluting stent implantation for the treatment of severely calcified lesions. Approximately 2,000 subjects will be enrolled at approximately 150 sites in the United States, and subjects will be followed for up to two years. The co-primary endpoints of acute

minimum stent area (assessed by optical coherence tomography in a subset of equally randomized 500 subjects) and one-year target vessel failure are powered to demonstrate superiority of OAS vessel preparation vs. conventional angioplasty.

- PROPEL™ FIH. This first in-human trial, conducted in March 2022, consisted of the first series of patients treated with Propel, our first-generation percutaneous ventricular assist device, offering hemodynamic support for patients undergoing high-risk percutaneous coronary interventions.

Our clinical portfolio is expanding as we develop future studies to answer difficult questions about PAD and CAD treatment. Our clinical research continues to highlight the safety and efficacy of the OAS and current and new research illustrates our versatility in the emerging vascular market.

Development Activities

Our product research and development activities are dedicated to the development and commercialization of products that serve the peripheral and coronary vascular disease space, with emphasis toward complex arterial disease states treated by our primary customers. The focus and value proposition of our products is to enable positive acute and long-term clinical outcomes, with efficiency and predictability, in challenging patient subsets.

Research and development resources have been strategically allocated between opportunities that maximize the clinical effectiveness and user satisfaction of our OAS product line and the development of additional products that offer portfolio diversification and incremental revenue opportunities.

Specific to the peripheral vascular disease market, we will continue our commitment to patients with CLI through developing and improving a breadth of above-the-knee and below-the-knee differentiated products that treat or uniquely expand the ability of our devices to treat obstructive lesions throughout the leg and foot. During fiscal 2022, we received FDA clearance for our new 2.0 Max Crown Peripheral OAS and initiated a limited commercial release. Additionally, we launched the first set of sizes of our new ViperCross series of peripheral support catheters. Finally, we continue to pursue meaningful cost reduction initiatives through design and supplier updates that enable competitive device pricing in our target markets and global sites of service now and in the future.

Within the coronary vascular disease market, we are building a portfolio of differentiated products that are used to treat complex CAD. In fiscal 2022, we commenced commercial distribution of the OrbusNeich Scoreflex NC percutaneous translumenal coronary angioplasty line of catheters. We also conducted our first-in-human experience with the Propel percutaneous ventricular assist device, as described in “Clinical Studies Summary” above.

Outside our core product portfolio, we made progress in the development of other new technology platforms described under “Our Strategy - Pursue Strategic Acquisitions and Partnerships” above. First-in-human studies were initiated for both the coronary and peripheral everolimus drug-coated balloons being developed by CVT. Additionally, we announced that we have made significant progress towards the commercialization of intravascular lithotripsy systems for the treatment of calcific coronary and peripheral artery diseases. Finally, we announced a partnership with Innova Vascular, Inc to develop a full line of thrombectomy devices.

Many of the new products in development will require clinical trials, which will require us to incur substantial additional costs.

We will continue to identify and pursue other new organic technologies and devices that are aimed at addressing unmet or under-met clinical or technical needs within our target markets.

Sales and Marketing

We market and sell the majority of our products through a direct sales force in the United States, with direct shipments to hospitals or clinics. We have targeted sales and marketing efforts to interventional cardiologists, vascular surgeons and interventional radiologists with experience using similar catheter-based procedures, such as angioplasty, stenting, and directional or laser atherectomy. Professional education is also a key element of our sales strategy. In the United States, our products are primarily sold to hospitals and office-based labs.

We target our marketing efforts to practitioners through medical conferences, seminars, peer-reviewed journals and marketing materials. Our sales and marketing program focuses on:

- showing the safety and efficacy of our products through clinical results;
- educating physicians on the prevalence and complications of calcium in PAD and CAD; and
- developing relationships with key opinion leaders.

Our sales to customers are made under individual purchase orders and contracts. Individual purchase orders from customers with whom we do not have contracts are typically submitted by those customers at our standard pricing. The terms and conditions of our sales contracts vary among customers, but generally the contracts have terms of one to three years, with negotiated pricing that remains fixed during the contract term. Contracts may include rebate and discount programs.

We are party to a purchasing agreement with HealthTrust Purchasing Group, L.P. ("HPG"), which was extended in fiscal 2021 to expire on February 1, 2025. HPG acts as a group purchasing organization for the healthcare providers belonging to HPG as participants. Under the purchasing agreement, all of HPG's participants located in the United States or its territories are eligible to purchase our OAS and related products at prices set forth in the purchasing agreement. The purchasing agreement may be terminated at any time, without cause, by HPG upon at least 60 days' prior written notice to us. Either party may terminate the purchasing agreement upon the occurrence of a material breach by the other party that goes uncured for 30 days following receipt of written notice of such breach. If the purchasing agreement with HPG were to be terminated, our financial results would be materially adversely affected.

Sales of our products outside of the United States are currently made through a network of distributors and sales agents.

In the past, we have observed some degree of seasonality in our business, as there tends to be a lower number of procedures that use our products during the three months ending September 30. Interventional procedure volume usually grows throughout the course of the fiscal year, with the quarter ending June 30 representing the highest volume of cases and, therefore, the highest amount of revenue generated by us during the course of the fiscal year.

Manufacturing

We use internally-manufactured and externally-sourced components to manufacture the OAS. Most of the externally-sourced components are available from multiple suppliers; however, certain key components, including the diamond-grit-coated crown and our ViperSlide Lubricant, are single sourced. Single source supplier risk is mitigated by regular assessments of the quality and capacity of suppliers, implementation of supply and quality agreements, appropriate inventory level management and duplication of production capacity, where possible. For example, we have entered into long-term supply agreements with Fresenius Kabi AB for the supply of ViperSlide and with Abrasive Technology, Inc. for the supply of the diamond-grit-coated crowns. The supply agreement with Fresenius expires on December 31, 2024 and the supply agreement with Abrasive expires on June 30, 2025. Each of these supply agreements gives us certain final purchase rights.

We are located in a leased 125,000-square-foot corporate headquarters in Minnesota. This custom-designed building has space for more than 500 employees and contains dedicated research and development, training and education, and manufacturing facilities. Depending on staffing, the facility has the annual capacity to produce approximately 75,000 devices per shift. The finished goods storage has capacity for approximately 20,000 devices and more than 500 saline infusion pumps, as well as other accessory products.

Our leased Pearland, Texas facility is 46,000 square feet and includes a custom-built clean room and production space for future expansion of value-add processes, including machining and electronics assembly. The facility, when fully staffed and equipped, also has the annual capacity to produce approximately 80,000 devices per shift. This facility has finished goods storage capacity for greater than 15,000 devices and other accessory products and over 500 saline infusion pumps.

We are registered with the FDA as a medical device manufacturer and comply with the FDA's Quality System Regulation ("QSR"). We have opted to maintain a Quality Management System to enable us to market our products in the member states of the European Union, the European Free Trade Association and countries that have entered into Mutual Recognition Agreements with the European Union. We are ISO 13485:2016 certified, and our expiration date is December 2024. Under these registrations, our plants are audited under the medical device single audit program ("MDSAP"). Our MDSAP certificate expiration date is December 2024. The Stealth 360 Peripheral OAS has received CE Mark. We are registered as a Foreign Medical Device Manufacturer in Japan and our Quality Management System certification will be required to be renewed in June 2026.

Third-Party Reimbursement and Pricing

In the United States, a large percentage of the population with coronary and peripheral artery diseases who could be treated with OAS and other interventional cardiovascular products are eligible for benefits covered under the federal Medicare program. The Medicare program, administered by the Centers for Medicare and Medicaid Services ("CMS"), provides benefits to eligible individuals over the age of 65 and disabled individuals, and is the largest payer of U.S. health services. A growing percentage of Medicare benefits are provided by Medicare Advantage plans, administered by commercial payers. In addition, commercial payers who administer health services through employer sponsored benefit plans often follow Medicare in establishing coverage and payment policies. Consequently, reimbursement coding, coverage and payment policies from Medicare is important to our operations.

CMS establishes Medicare reimbursement coverage policy and payment rates for physician and facility healthcare services, including procedures using atherectomy and other interventional cardiovascular products. Obtaining and maintaining coding, coverage and payment for our products is critical for commercial success. We believe that physicians and hospitals that treat PAD and CAD with the respective OAS atherectomy and interventional cardiovascular products will generally be eligible to receive reimbursement through Medicare, Medicare Advantage and commercial payers that is adequate to cover the costs of OAS and other cardiovascular products, associated materials, and physicians' services.

Outside of the United States, reimbursement approvals are typically allocated on a country specific basis. In January 2019, we received reimbursement approval for our Coronary OAS Classic Crown in Japan. In connection with our international distribution agreements, we or our authorized distributors will seek reimbursement approvals in other countries in connection with the commercial introductions of our products, to the extent that reimbursement is available and subject to local rules and regulations.

Competition

The medical device industry is highly competitive, subject to rapid change and significantly affected by new product introductions and other activities of industry participants. Our OAS competes with a variety of other products or devices for the treatment of vascular disease, including stents, balloon angioplasty catheters and atherectomy catheters, as well as products used in vascular surgery. Competitors in the stent, balloon angioplasty and microcatheter market segments include Abbott Laboratories, Boston Scientific, Medtronic, Cook Medical, Johnson & Johnson, Becton Dickinson, Terumo, Asahi, Teleflex and Cordis. We also compete against manufacturers of atherectomy catheters and other products designed to treat vascular disease, including Medtronic, Philips/Spectranetics, Boston Scientific, Ra Medical, Angiodynamics, Shockwave, Avinger, and Becton Dickinson, as well as manufacturers that may enter the market due to the increasing demand for treatment of vascular disease. Other competitors include pharmaceutical companies that manufacture drugs for the treatment of PAD and CAD and companies that provide products used by surgeons in peripheral and coronary bypass procedures.

Because of the size of the peripheral opportunities, competitors and potential competitors have historically dedicated significant resources to aggressively promote their products. We believe that our Peripheral OAS and Coronary OAS compete primarily on the basis of:

- safety and efficacy, even in calcified plaque (or severely calcified plaque in the coronaries);
- low profile and alternative access site capabilities;
- predictable clinical performance;
- availability of clinical data;
- ease of use;
- economic benefit achieved by streamlining procedures and durable long-term outcomes;
- key opinion leader support and customer base; and
- customer service and support.

We are aware of a company, Cardio Flow, Inc., developing an orbital atherectomy system that could potentially compete with our products. On August 27, 2012, we entered into a Settlement Agreement with Lela Nadirashvili, the widow of Dr. Leonid Shturman, our founder, relating to the ownership of certain patents invented by Dr. Shturman. Ms. Nadirashvili assigned her rights under the Settlement Agreement, including the right to utilize certain patents, to Cardio Flow. On April 6, 2018, we filed a breach of contract action against Cardio Flow, alleging that Cardio Flow has developed or is in the process of developing an atherectomy device that incorporates elements belonging exclusively to us, in violation of the Settlement Agreement. We sought damages and a permanent injunction preventing Cardio Flow from taking further steps to develop or attempt to develop an atherectomy device that incorporates the elements that belong exclusively to us. The court granted Cardio Flow's motion for summary judgment to dismiss our claims and the appeals court affirmed this decision in June 2022.

Patents and Intellectual Property

We rely on a combination of patent, copyright and other intellectual property laws, trade secrets, nondisclosure agreements and other measures to protect our proprietary rights. Our U.S. and foreign issued patents and patent applications relate primarily to the design and operation of interventional atherectomy devices, including the Peripheral OAS and Coronary OAS, and also our products in development. These patents and applications include claims covering key aspects of the devices, including the design, manufacture and therapeutic use of certain atherectomy abrasive heads, drive shafts, control systems, handles and couplings. As we continue to research and develop our atherectomy technology and new technologies, we intend to file additional U.S. and foreign patent applications related to the design, manufacture and therapeutic uses of these devices and technologies. As described at the beginning of this Form 10-K within the "Preliminary Notes," we also have numerous registered trademarks throughout various geographies.

We also rely on trade secrets, technical know-how and continuing innovation to develop and maintain our competitive position. We seek to protect our proprietary information and other intellectual property by requiring our employees, consultants, contractors, outside scientific collaborators and other advisors to execute non-disclosure and assignment of invention agreements on commencement of their employment or engagement. Agreements with our employees also forbid them from bringing the proprietary rights of third parties to us. We also require confidentiality or material transfer agreements from third parties that receive our confidential data or materials.

Government Regulation of Medical Devices

Governmental authorities in the United States at the federal, state and local levels and in other countries extensively regulate, among other things, the development, testing, manufacture, labeling, promotion, advertising, distribution, marketing and export and import of medical devices such as the Peripheral OAS and Coronary OAS.

Failure to obtain approval to market our products under development and to meet the ongoing requirements of these regulatory authorities could prevent us from marketing and continuing to market our products.

United States

The Federal Food, Drug, and Cosmetic Act ("FDCA") and the FDA's implementing regulations govern medical device design and development, preclinical and clinical testing, premarket clearance or approval, registration and listing, manufacturing, labeling, storage, advertising and promotion, sales and distribution, export and import, and post market surveillance. Medical devices and their manufacturers are also subject to inspection by the FDA. The FDCA, supplemented by other federal and state laws, also provides civil and criminal penalties for violations of its provisions.

Unless an exemption applies, each medical device we wish to commercially distribute in the United States will require marketing authorization from the FDA prior to distribution. The two primary types of FDA marketing authorization are premarket notification (also called 510(k) clearance) and PMA.

510(k) Clearance. To obtain 510(k) clearance for a medical device, an applicant must submit a premarket notification to the FDA demonstrating that the device is "substantially equivalent" to a predicate device legally marketed in the United States. A device is substantially equivalent if, with respect to the predicate device, it has the same intended use and has either (i) the same technological characteristics or (ii) different technological characteristics and the information submitted demonstrates that the device is as safe and effective as a legally marketed device and does not raise different questions of safety or effectiveness. A showing of substantial equivalence sometimes, but not always, requires clinical data. Generally, the 510(k) clearance process can exceed 90 days and may extend to a year or more.

After a device has received 510(k) clearance for a specific intended use, any modification that could significantly affect its safety or effectiveness, such as a significant change in the design, materials, method of manufacture or intended use, will require a new 510(k) clearance or PMA (if the device as modified is not substantially equivalent to a legally marketed predicate device). The determination as to whether new authorization is needed is initially left to the manufacturer; however, the FDA may review this determination to evaluate the regulatory status of the modified product at any time and may require the manufacturer to cease marketing the modified device until 510(k) clearance or PMA is obtained. The manufacturer may also be subject to significant regulatory fines or penalties.

We have received 510(k) clearances for the Peripheral OAS products.

Premarket Approval. A PMA application requires the payment of significant user fees and must be supported by valid scientific evidence, which typically requires extensive data, including technical, preclinical, clinical and manufacturing data, to demonstrate to the FDA's satisfaction the safety and efficacy of the device. A PMA application must also include a complete

description of the device and its components, a detailed description of the methods, facilities and controls used to manufacture the device, and proposed labeling. After a PMA application is submitted and found to be sufficiently complete, the FDA begins an in-depth review of the submitted information. During this review period, the FDA may request additional information or clarification of information already provided. Also during the review period, an advisory panel of experts from outside the FDA may be convened to review and evaluate the application and provide recommendations to the FDA as to the approvability of the device. In addition, the FDA will conduct a pre-approval inspection of the manufacturing facilities to ensure compliance with the FDA's QSR, which requires manufacturers to follow design, testing, control, documentation and other quality assurance procedures.

FDA review of a PMA application is required by statute to take no longer than 180 days, although the process typically takes significantly longer, and may require several years to complete. The FDA can delay, limit, or deny approval of a PMA application for many reasons, including:

- the systems may not be safe or effective to the FDA's satisfaction;
- the data from preclinical studies and clinical trials may be insufficient to support approval;
- the manufacturing process or facilities used may not meet applicable requirements; and
- changes in FDA approval policies or adoption of new regulations may require additional data.

If the FDA evaluations of both the PMA application and the manufacturing facilities are favorable, the FDA will either issue an approval letter or an approvable letter, which usually contains a number of conditions that must be met in order to secure final PMA. When and if those conditions have been fulfilled to the satisfaction of the FDA, the agency will issue a PMA letter authorizing commercial marketing of the device for certain indications. If the FDA's evaluation of the PMA application or manufacturing facilities is not favorable, the FDA will deny PMA or issue a not approvable letter. The FDA may also determine that additional clinical trials are necessary, in which case the PMA may be delayed for several months or years while the trials are conducted and the data submitted in an amendment to the PMA application. Even if PMA is issued, the FDA may approve the device with an indication that is narrower or more limited than originally sought. The agency can also impose restrictions on the sale, distribution or use of the device as a condition of approval, or impose post approval requirements such as continuing evaluation and periodic reporting on the safety, efficacy, and reliability of the device for its intended use.

New PMA applications or PMA supplements may be required for modifications to the manufacturing process, labeling, device specifications, materials or design of a device that is approved through the PMA process. PMA supplements often require submission of the same type of information as an initial PMA application, except that the supplement is limited to information needed to support any changes from the device covered by the original PMA application and may not require as extensive clinical data or the convening of an advisory panel.

Clinical Trials. Clinical trials are almost always required to support a PMA application and are sometimes required for a 510(k) clearance. These trials generally require submission of an application for an Investigational Device Exemption ("IDE") to the FDA. The IDE application must be supported by appropriate data, such as animal and laboratory testing results, showing that it is safe to test the device in humans and that the testing protocol is scientifically sound. The IDE application must be approved in advance by the FDA for a specified number of patients, unless the product is deemed a non-significant risk device and eligible for more abbreviated IDE requirements. Generally, clinical trials for a significant risk device may begin once the IDE application is approved by the FDA and the study protocol and informed consent are approved by appropriate institutional review boards at the clinical trial sites.

FDA approval of an IDE allows clinical testing to go forward but does not bind the FDA to accept the results of the trial as sufficient to prove the product's safety and efficacy, even if the trial meets its intended success criteria. With certain exceptions, changes made to an investigational plan after an IDE is approved must be submitted in an IDE supplement and approved by FDA (and by governing institutional review boards when appropriate) prior to implementation.

All clinical trials must be conducted in accordance with regulations and requirements collectively known as good clinical practice. Good clinical practices include the FDA's IDE regulations, which describe the conduct of clinical trials with medical devices, including the recordkeeping, reporting and monitoring responsibilities of sponsors and investigators, and labeling of investigational devices. They also prohibit promotion, test marketing or commercialization of an investigational device and any representation that such a device is safe or effective for the purposes being investigated. Good clinical practices also include the FDA's regulations for institutional review board approval and for protection of human subjects (such as informed consent), as well as disclosure of financial interests by clinical investigators.

Required records and reports are subject to inspection by the FDA. The results of clinical testing may be unfavorable or, even if the intended safety and efficacy success criteria are achieved, may not be considered sufficient for the FDA to grant approval or clearance of a product. The commencement or completion of any clinical trials may be delayed or halted, or be inadequate to support approval of a PMA application or clearance of a premarket notification for numerous reasons.

Continuing Regulation. After a device is cleared or approved for use and placed in commercial distribution, numerous regulatory requirements continue to apply. These include:

- establishment registration and device listing upon the commencement of manufacturing;
- the QSR, which requires manufacturers, including third-party manufacturers, to follow design, testing, control, documentation and other quality assurance procedures during medical device design and manufacturing processes;
- labeling regulations, which prohibit the promotion of products for unapproved or "off-label" uses and impose other restrictions on labeling and promotional activities;
- medical device reporting regulations, which require that manufacturers report to the FDA if a device may have caused or contributed to a death or serious injury or malfunctioned in a way that would likely cause or contribute to a death or serious injury if malfunctions were to recur;
- corrections and removal reporting regulations, which require that manufacturers report to the FDA field corrections; and
- product recalls or removals if undertaken to reduce a risk to health posed by the device or to remedy a violation of the FDCA caused by the device that may present a risk to health.

In addition, the FDA may require a company to conduct post market surveillance studies or order it to establish and maintain a system for tracking its products through the chain of distribution to the patient level.

Failure to comply with applicable regulatory requirements, including those applicable to the conduct of clinical trials, can result in enforcement action by the FDA, which may lead to any of the following sanctions:

- warning letters or untitled letters;
- fines, injunctions and civil penalties;
- product recall or seizure;
- unanticipated expenditures;
- delays in clearing or approving or refusal to clear or approve products;
- withdrawal or suspension of FDA approval;
- orders for physician notification or device repair, replacement or refund;
- operating restrictions, partial suspension or total shutdown of production or clinical trials; or
- criminal prosecution.

We and our contract manufacturers, specification developers and suppliers are also required to manufacture our products in compliance with current good manufacturing practice requirements set forth in the QSR.

The QSR requires a quality system for the design, manufacture, packaging, labeling, storage, installation and servicing of marketed devices, and includes extensive requirements with respect to quality management and organization, device design, buildings, equipment, purchase and handling of components, production and process controls, packaging and labeling controls, device evaluation, distribution, installation, complaint handling, servicing and record keeping. The FDA enforces the QSR through periodic announced and unannounced inspections that may include the manufacturing facilities of subcontractors. If the FDA believes that we or any of our contract manufacturers or regulated suppliers are not in compliance with these requirements, it can shut down our manufacturing operations, require recall of our products, refuse to clear or approve new marketing applications, institute legal proceedings to detain or seize products, enjoin future violations or assess civil and criminal penalties against us or our officers or other employees. Any such action by the FDA would have a material adverse effect on our business.

Fraud and Abuse

Our operations are directly, or indirectly through our customers, subject to various state and federal fraud and abuse laws, including, without limitation, the FDCA, the federal Anti-Kickback Statute and the False Claims Act. These laws may impact, among other things, our sales, marketing, education and clinical programs.

The federal Anti-Kickback Statute prohibits persons from knowingly and willfully soliciting, offering, receiving or providing remuneration, directly or indirectly, in exchange for or to induce either the referral of an individual, or the furnishing or arranging for a good or service, for which payment may be made under a federal healthcare program, such as the Medicare and Medicaid programs. Several courts have interpreted the statute's intent requirement to mean that if any one purpose of an arrangement involving remuneration is to induce referrals of federal healthcare covered business, the statute has been violated. The Anti-Kickback Statute is broad and prohibits many arrangements and practices that are lawful in businesses outside of the healthcare industry. Many states have also adopted laws similar to the federal Anti-Kickback Statute, some of which apply to the referral of patients for healthcare items or services reimbursed by any source, not only the Medicare and Medicaid

programs.

The federal False Claims Act prohibits persons from knowingly filing or causing to be filed a false claim to, or the knowing use of false statements to obtain payment from, the federal government. Various states have also enacted laws modeled after the federal False Claims Act.

In addition to the laws described above, the Health Insurance Portability and Accountability Act of 1996 created two new federal crimes: healthcare fraud and false statements relating to healthcare matters. The healthcare fraud statute prohibits knowingly and willfully executing a scheme to defraud any healthcare benefit program, including private payors. The false statements statute prohibits knowingly and willfully falsifying, concealing or covering up a material fact or making any materially false, fictitious or fraudulent statement in connection with the delivery of or payment for healthcare benefits, items or services.

On June 28, 2016, we entered into a Settlement Agreement with the U.S. government, acting through the U.S. Attorney's Office for the Western District of North Carolina (the "DOJ") and on behalf of the Office of Inspector General of the Department of Health and Human Services (the "OIG") and Travis Thams to resolve a DOJ investigation of whether we violated the False Claims Act. In connection with the resolution of this matter, we entered into a five-year corporate integrity agreement (the "Corporate Integrity Agreement") with the OIG. The Corporate Integrity Agreement required that we maintain our existing compliance programs and imposed certain expanded compliance-related requirements during the term of the Corporate Integrity Agreement, including establishment of specific procedures and requirements regarding consulting activities, co-marketing activities and other interactions with healthcare professionals and healthcare institutions and the sale and marketing of our products; ongoing monitoring, reporting, certification and training obligations; and the engagement of an independent review organization to perform certain auditing and reviews and prepare certain reports regarding our compliance with federal health care programs. The term of the Corporate Integrity Agreement expired on June 27, 2021. We submitted a final report under the Corporate Integrity Agreement to the OIG on August 25, 2021. On September 27, 2021, we received a letter from the OIG confirming that the Corporate Integrity Agreement has been closed.

The federal Physician Payments Sunshine Act (the "Sunshine Act") and certain state laws require persons to collect and report certain data on payments and other transfers of value to physicians and teaching hospitals. Effective January 1, 2021, the Sunshine Act expanded the reporting requirements to include physician assistants, nurse practitioners, clinical nurse specialists, certified nurse anesthetists and certified nurse midwives. Public reporting under the Sunshine Act and implementing Open Payment regulations has resulted in increased scrutiny of the financial relationships between industry, physicians, teaching hospitals and other covered recipients.

Voluntary industry codes, federal guidance documents and a variety of state laws address the tracking and reporting of marketing practices relative to gifts given and other expenditures made to doctors and other healthcare professionals. In addition to impacting our marketing and educational programs, our internal business processes are and will continue to be affected by the numerous legal requirements and regulatory guidance at the state, federal and industry levels.

International Regulation

International sales of medical devices are subject to foreign government regulations, which may vary substantially from country to country. While harmonization of global regulations has been pursued, requirements continue to differ significantly among countries. We expect this global regulatory environment will continue to evolve, which could impact the cost, the time needed to approve, and, ultimately, our ability to maintain existing approvals or obtain future approvals for our products. Regulations of the FDA and, as we continue our international expansion, regulatory agencies outside the United States may impose extensive compliance and monitoring obligations on us and our operations. Additionally, the time required to obtain approval in a foreign country may be longer or shorter than that required for FDA approval and the requirements may differ. For example, the primary regulatory environment in Europe with respect to medical devices is that of the European Union, which includes most of the major countries in Europe. Other countries, such as Switzerland, have voluntarily adopted laws and regulations that mirror those of the European Union with respect to medical devices. The European Union has adopted numerous directives and standards regulating the design, manufacture, clinical trials, labeling and adverse event reporting for medical devices. Devices that comply with the requirements of a relevant directive will be entitled to bear the CE conformity marking, indicating that the device conforms to the essential requirements of the applicable directives and, accordingly, can be commercially distributed throughout the European Union, although actual implementation of these directives may vary on a country-by-country basis. The method of assessing conformity varies depending on the class of the product, but normally involves a combination of submission of a design dossier, self-assessment by the manufacturer, a third-party assessment, and review of the design dossier by a "Notified Body." This third-party assessment generally consists of an audit of the manufacturer's quality system and manufacturing site, as well as review of the technical documentation used to support application of the CE Mark to one's product and possibly specific testing of the manufacturer's product. An assessment by a Notified Body of one country within the European Union is required in order for a manufacturer to commercially distribute the product throughout the European

Union. The new European Medical Device Regulation (the "EU MDR") came into effect in May 2021, which substantially expanded the applicable premarket and postmarket requirements in Europe.

As part of our Japan commercialization process we are subject to the requirements of the Japanese Act on Securing Quality, Efficacy and Safety of Pharmaceuticals, Medical Devices, Regenerative and Cellular Therapy Products, Gene Therapy Products, and Cosmetics (the "PMD Act"). Our quality management system and products are subject to review and examination by Japan's Pharmaceuticals and Medical Devices Agency and subject to approval and enforcement by Japan's MHLW. The critical suppliers named in our application are also subject to this review and examination for the activities they perform for us. Non-compliance with the PMD Act could result in revocation or suspension of our license, revocation of approvals, and criminal sanctions such as fines and/or imprisonment.

In connection with the introduction of our products in other countries, we will need to seek regulatory approvals under the rules and regulations applicable in each such country and we will be required to comply with ongoing requirements, which may be varied and require us to expend substantial resources.

In addition, our international expansion, operations, distribution and sales require us to comply with the U.S. Foreign Corrupt Practices Act and similar anti-bribery laws in other jurisdictions and with U.S. and foreign export control, trade embargo and custom laws, as well as foreign tax laws; employment, immigration and labor laws; local intellectual property laws, which may not protect intellectual property rights to the same extent as in the United States; and privacy laws such as the European General Data Protection Regulation.

Environmental Regulation and Sustainability

Our operations are subject to regulatory requirements relating to the environment, waste management and health and safety matters, including measures relating to the release, use, storage, treatment, transportation, discharge, disposal and remediation of hazardous substances. We are currently classified and licensed as a Very Small Quantity Hazardous Waste Generator within Ramsey County, Minnesota. There are no regulated wastes requiring licensing in our Texas facility.

We are committed to operating our business in a responsible manner, which includes improving our corporate sustainability. We have several conservation programs in place intended to reduce our energy usage, including the installation of automatic light sensors throughout our headquarters facility and the replacement of fluorescent lighting with LED lighting. We are updating our building management system to optimize how the HVAC system is operating in order to further reduce energy costs. We seek to reduce waste generation by maintaining high manufacturing yields and recycling cardboard and electronics waste. In addition, we have qualified a reduced ethylene-oxide ("EO") concentration sterilization process intended to minimize EO consumption in each sterilization run for the products we manufacture, which we have begun to implement.

Information Security

We have implemented an information security program designed to secure our electronic systems, networks, databases, hardware and other assets to protect the confidentiality, integrity and availability of information of our company and of third parties, including confidential information of our customers and business partners that we possess. We have established an internal security committee comprised of representatives from our Information Technology, Operations, Research & Development, Human Resources, Finance, Legal and Compliance departments, which provides internal management and oversight of our security efforts. We follow the National Institute of Standards and Technology cybersecurity framework as an external benchmark. We regularly review and modify our program to enhance its scope, anticipate and address new threats, and reflect changes in technology, laws, regulations, risks, industry practices and other business needs. On an annual basis, we engage a third party to assess our information security systems, and we use the results of such engagements to remediate findings. We maintain cybersecurity insurance to mitigate against losses from a range of potential cyber incidents. All of our employees receive information security education training on at least a quarterly basis, which includes training on how to identify suspicious emails, prevent virus and ransomware attacks, and avoid and mitigate other threats. Our management presents to our Audit, Risk Management and Finance Committee on information security threats and activities on a quarterly basis. There have been no known data security breaches in the last three fiscal years.

Human Capital

We are committed to creating and maintaining a safe, diverse and inclusive community for all employees while we serve our patients and fulfill our mission.

As of June 30, 2022, we had 725 full-time employees, including:

- 407 in commercial organizations;
- 91 in research and development and clinical;
- 149 in manufacturing and quality; and
- 77 in general and administration.

All of our employees are located in the United States: as of June 30, 2022, 299 based in and out of our corporate headquarters in Minnesota (including headquarters-based employees who are working remotely or in a hybrid work arrangement), 71 based in our Pearland, Texas facility, and 354 field-based sales and training employees throughout the country.

We recognize that the needs of employees are different. As such, we have implemented a hybrid workflex program that enables our office-based employees flexibility in how and where their work is performed, including hybrid and remote working arrangements. This approach enables us to have increased flexibility in the use of our office space, expand the talent pool for office employees beyond the geographic areas in which we currently operate, and further promote employee well-being by giving our employees more flexibility in how and where they operate while still successfully meeting their job responsibilities and objectives.

None of our employees are represented by a labor union or are parties to a collective bargaining agreement. We have never experienced any employment-related work stoppages and we consider our employee relations to be good. Our voluntary turnover rate in fiscal 2022 was 21%. Although an increase from prior levels, we believe this turnover rate has been consistent with broader market conditions.

The Human Resources and Compensation Committee of our Board of Directors oversees our human capital management programs and receives regular reports on key aspects related to total rewards programs, talent development, succession planning, organizational health metrics, and diversity and inclusion efforts.

The key factors of our human capital program are as follows:

- *Mission and Core Values*. Our culture is centered around our Mission of Saving Limbs, Saving Lives, Every Day, which guides us in our relationships with customers, business partners, investors and each other. We operate through our core values of Accountability, Community, Courage, Excellence, Integrity and Velocity. These core values drive our behaviors and are used in performance management, promotion, recognition and decision-making processes. Our employees are committed to our Mission and are proud that their work helps us to fulfill it. We conduct an annual survey whereby employees rate the degree to which we are living the behaviors associated with our values.

  In addition, we have adopted a comprehensive Code of Conduct and several supporting policies and procedures intended to instill a commitment to ethical behavior and legal compliance across our company. We provide regular training on these matters and expect our employees to conduct our business with the highest integrity. Employees are required to certify that they read the Code of Conduct on an annual basis. Employees are encouraged to approach their managers if they believe violations of company standards or policies have occurred, and they are also encouraged and able to make confidential and anonymous reports using an online or telephone hotline hosted by a third party provider. In fiscal 2022, we received hotline reports relating to three matters. We investigate and address all reports to our hotline.

- *Total Rewards*. Our total rewards philosophy is focused on attracting, retaining and motivating employees by creating a comprehensive Total Rewards strategy that supports the physical, emotional and financial well-being of employees and their families. We do this through competitive compensation and benefit programs, ensuring incentives and pay align with differentiated performance, offering a mix that accounts for short-term reward with long-term retention and providing choice to account for diverse individual needs. Particular examples include market-competitive base pay, Annual Bonus Plan, paid time off, parental leave, health insurance (including medical, dental and vision), retirement and savings plans, an employee stock purchase plan, short- and long-term disability insurance, equity awards to all employees, mental health resources, and wellness programs and services to encourage physical, mental and financial well-being. We regularly analyze and evaluate our compensation and benefit programs and benchmark our programs against the market and our industry peers.

- *Employee Development.* Employee development and growth is a key focus of our human capital efforts. These efforts are centered around our CSI Values & Competency Model, which provides a common language for managers and employees to identify strengths and development opportunities. Individual actions supporting ongoing growth are then translated into an individual development plan designed to support and enhance employees' professional growth. Employees receive annual performance reviews, which are discussed during quarterly performance and development check-in meetings, and we engage in annual succession planning throughout the organization. We post open roles internally and offer development assignments that allow employees to assume special assignments that align with their specific career goals. As of June 30, 2022, these efforts resulted in internal talent filling 39.5% of our open roles and 64.5% of open management roles. In addition, we offer leadership development programs to support the growth of every level of leader. Our leaders participate in growth networks intended for peer learning in order to share successes, challenges and experiences. Additionally, we offer tuition reimbursement for courses taken in pursuit of an undergraduate or graduate degree.

- *Health and Safety*. Health and safety issues are fundamental considerations in our operations. We are committed to protecting our employees by maintaining a safe workplace and promoting employee well-being. We have implemented multiple safety programs and regularly perform safety hazard evaluations within our facilities. Our training programs are focused on the particular risks that our employees face in our normal operations, including hazardous materials, emergency procedures and appropriate conduct at customer sites.

  In response to the COVID-19 pandemic, we took several actions to protect the health and well-being of our workforce, such as implementing restrictions on access to our facilities; deploying screening, testing and safety protocols for employees who work on site; utilizing remote working systems and providing home office equipment for employees; providing employees with access to coronavirus test kits; training employees on personal protection, hygiene and safe practices in patient care; establishing protocols for our field sales personnel for their interactions with customer and facilities; supplying personal protective equipment to employees; new paid leave programs for employees who have been adversely impacted by the crisis; and establishing new company-wide safety policies and a COVID-19 preparedness plan.

- *Diversity and Inclusion Initiatives*. We are committed to advancing diversity and inclusion in our workplace. We take pride in our diverse team and we celebrate the unique talents, experiences and perspectives that our team members bring to the company. We believe that having a richly diverse workforce allows us to better serve a diversity of patients and customers and leads to innovative ideas and solutions that help us better fulfill our Mission. We strive to deliver our Mission through a commitment to transforming our culture and workforce by delivering value through our differences, creating positive change, ensuring equal access to opportunities, and seeking courageous and unhindered dialogues where people can be themselves.

  We continue to operate as a CEO Action for Diversity & Inclusion signatory and advance our diversity and inclusion efforts through a formalized program led by our executive leadership and driven through diverse cross-functional teams. The program goals are to increase diversity in our external hiring, grow an internal diverse talent pool to improve diversity at senior leadership levels, ensure an inclusive culture where employees have the ability to be their authentic self, and create a positive impact in addressing disparities in healthcare and the communities we serve.

  As of June 30, 2022, our workforce was made up of:
  - 42% female employees
  - 23% racially or ethnically diverse employees, with 30% and 8% of management positions held by female and racially or ethnically diverse individuals, respectively.
  - 78% of employees over 40 years of age and 22% under 40 years of age

- *Communications and Engagement*. We keep our employees informed on key developments in our business and provide various forums for their voices to be heard. In addition to regular written announcements, messages and communications from members of the executive team, our President and Chief Executive Officer leads both quarterly Town Hall meetings to ensure our employees receive timely business updates and quarterly leadership meetings to address areas of particular importance. In these meetings, all participants can anonymously ask questions, which are addressed by the executive team. We utilize a company intranet site that highlights important business matters, profiles our employees, and provides our employees with resources that help them more efficiently do their jobs. We also conduct quarterly employment surveys in order to gauge employee engagement, better understand the employee experience, and identify areas for focus and action.

- *Community Involvement*. All employees are provided one paid day off for volunteer activities and several of our internal departments engage in group volunteer activities. We participate on a corporate level with various charitable

initiatives that are consistent with our Mission, and we provide a local volunteer opportunity to our employees once per quarter. We believe that engagement with our community helps us to give back and enhances employee pride.

Information About our Executive Officers

The names, ages and positions of our current executive officers are as follows:

Name	Age	Position
Scott R. Ward	62	Chairman, President and Chief Executive Officer
Jeffrey S. Points	45	Chief Financial Officer
Stephen J. Rempe	49	Chief Human Resources Officer
Alexander Rosenstein	50	General Counsel and Corporate Secretary
Sandra M. Sedo	58	Chief Compliance Officer

Scott R. Ward, Chairman, President and Chief Executive Officer. Mr. Ward has been a member of our Board of Directors since November 2013 and has served as its Chairman since November 2014. Mr. Ward served as our Interim President and Chief Executive Officer beginning in November 2015, and in August 2016, Mr. Ward was appointed as our President and Chief Executive Officer. From 2013 until 2019, Mr. Ward served as a Managing Director at SightLine Partners, an investment manager focused on private medical technology, digital health and life sciences companies. From 1981 to 2010, Mr. Ward was employed by Medtronic, Inc. and held a number of senior leadership positions. Mr. Ward was Senior Vice President and President of Medtronic's CardioVascular business from May 2007 to November 2010. Prior to that he was Senior Vice President and President of Medtronic's Vascular business from May 2004 to May 2007, Senior Vice President and President of Medtronic's Neurological and Diabetes business, from February 2002 to May 2004, and President of Medtronic's Neurological business from January 2000 to January 2002. He was Vice President and General Manager of Medtronic's Drug Delivery business from 1995 to 2000. Prior to that, Mr. Ward led Medtronic's Neurological Ventures in the successful development of new therapies. Mr. Ward serves on the boards of several private companies.

Jeffrey S. Points, Chief Financial Officer. Mr. Points joined us in September 2007 as Corporate Controller, became Senior Director and Controller in July 2013, Corporate Controller and Treasurer in January 2015, Vice President, Corporate Controller and Treasurer in May 2017 and was promoted to Chief Financial Officer in February 2018. From July 2005 to September 2007, Mr. Points was Assistant Controller at Empi, a manufacturer and provider of non-invasive medical products for pain management and physical rehabilitation. From January 1998 to July 2005, Mr. Points held various leadership positions at CliftonLarsonAllen, a national public accounting firm. Mr. Points also serves as a member of the board of directors for The Phoenix Residence, Inc.

Stephen J. Rempe, Chief Human Resources Officer. Mr. Rempe joined us as Vice President of Human Resources in May 2019 and was named Chief Human Resources Officer in July 2020. From January 2017 until April 2019, Mr. Rempe was Senior Vice President of Global Human Resources at Smiths Medical, and from May 2013 to December 2016, he was Vice President of Global Talent Management at Boston Scientific.

Alexander Rosenstein, General Counsel and Corporate Secretary. Mr. Rosenstein joined us in September 2014 as Corporate Legal and Compliance Counsel, became Corporate Secretary in November 2014, and was promoted to General Counsel in March 2015. From October 2005 to September 2014, Mr. Rosenstein was an attorney at Fredrikson & Byron, P.A., which provides legal services to us from time to time, and from September 1998 to September 2005, he was an attorney practicing in New York City.

Sandra M. Sedo, Chief Compliance Officer. Ms. Sedo joined us in June 2016 as Corporate Compliance Officer and was promoted to Chief Compliance Officer in July 2017. Prior to joining us, Ms. Sedo consulted for medical device companies in the legal and compliance areas. From 2005 to 2015, Ms. Sedo was employed by Medtronic, Inc. in various legal and compliance roles, and prior to that was a partner at Dorsey & Whitney LLP, which provides legal services to us from time to time.

Item 1A. ***Risk Factors*****.**

Risks Relating to Our Business and Operations

Outbreaks of contagious diseases, such as the novel coronavirus, COVID-19, and other public health crises may impact our business and operations, which could materially adversely affect our financial condition and results of operations.

We have experienced a disruption in procedures using our products and in our operations as a result of the COVID-19 outbreak in the United States and internationally. Public health crises, including an outbreak of a contagious disease, such as COVID-19, particularly to the extent it becomes a pandemic like COVID-19, could significantly disrupt our business. The effects of such a public health crisis may include a decrease in procedure volumes due to restrictions and guidelines implemented by facilities and governmental entities; reduced availability of physicians or lab space to treat patients using our products and/or different treatment prioritizations of those physicians; increased cost pressures and burdens on the overall healthcare infrastructure that result in reallocation of resources; changed treatment decisions by patients who may elect to defer or avoid treatment for procedures that use our products due to concerns about the potential spread of diseases in facilities; the suspension of clinical trial activity; restrictions on the ability of our personnel and personnel of our distribution partners and sales agents to travel and to access customers and medical facilities for sales activities, training and case support; delays in approvals by regulatory bodies; delays in product development efforts, which will also disrupt or delay our ability to launch affected products; reallocation of company resources from our strategic priorities; supply chain disruptions that limit, delay or prevent us from acquiring the components used to manufacture our products or ship those products once manufactured; disruptions in our relationships with our distributors and sales agents due to the impact of the outbreak on their operations; temporary closures of our facilities; loss of employee productivity; government requirements to "shelter at home" or other incremental mitigation efforts that may further impact our capacity to manufacture, sell and support the use of our products; legal actions threatened or commenced against us by employees, customers or others who allege that our actions or inactions relating to safety measures led to their exposure to COVID-19 or other personal injury; and adverse impacts on the national and global economies. The extent of the COVID-19 pandemic may be further aggravated by the spread of new, more viral or deadly variants. Public health crises and pandemics, such as the outbreak of COVID-19, also affect the economy generally, which may affect our stock price, our ability to borrow or raise additional capital, and the funding of health systems that purchase our products, among other potential effects. The United States and world economies could enter into periods of sustained recession or depression, which could materially adversely affect our business. The total impact of these disruptions could have a material adverse impact on our financial condition and results of operations, and, we cannot predict the specific extent, or duration, of the impact of the COVID-19 outbreak or any other outbreak of a contagious disease or other public health crisis on our financial condition and results. Furthermore, the global COVID-19 pandemic continues to evolve and we do not yet know the full extent and duration of its impact. The full extent to which a public health crisis will directly or indirectly impact our business and results will depend on future developments that are highly uncertain and difficult to predict. Finally, to the extent a public health crisis adversely affects our business, results and prospects, it may also have the effect of heightening many of the other risks described in this section.

We have a history of net losses, and may continue to incur losses.

We were profitable in fiscal 2018 but have incurred net losses in each prior fiscal year since our formation in 1989 and most recently in fiscal 2020, 2021 and 2022. For the years ended June 30, 2022, 2021, and 2020, we had net losses of $(36.9) million, $(13.4) million, and $(27.2) million, respectively. As of June 30, 2022, we had an accumulated deficit of approximately $423.7 million. We expect to continue to incur significant expenses for sales and marketing, research and development (including clinical trial activity), and manufacturing as we expand our product offering, launch our business in international markets, continue to commercialize the Peripheral OAS and the Coronary OAS and develop and commercialize future versions of the Peripheral OAS, the Coronary OAS, and future products. Additionally, we expect that our general and administrative expenses will increase to support business growth. If we are unable to balance revenue growth and cost management, our operating losses may continue.

We may be unable to achieve or sustain revenue growth.

Our business is substantially dependent upon sales of the Peripheral OAS and Coronary OAS. Our ability to increase our revenues in future periods will depend on our ability to increase sales of the OAS and other products we introduce in the future, which will, in turn, depend in part on our success in growing our customer base and reorders from those customers. Sales of the Peripheral OAS and Coronary OAS declined in fiscal 2022 compared to fiscal 2021 and there is no assurance that sales will return to previous levels. We may not be able to generate, sustain or increase revenues on a quarterly or annual basis. If we cannot achieve or sustain revenue growth for an extended period, our financial results will be adversely affected and our stock price may decline.

The Peripheral OAS, the Coronary OAS, and other products may never achieve broad market acceptance.

The Peripheral OAS, the Coronary OAS, and other products we develop or market now or in the future may never gain broad market acceptance among physicians, patients and the medical community. The degree of market acceptance of any of our products will depend on a number of factors, including:

- the actual and perceived effectiveness and reliability of our products;
- the prevalence and severity of any adverse patient events involving our products;
- the results of any clinical trials relating to use of our products;
- the availability, relative cost and perceived advantages and disadvantages of alternative technologies or treatment methods for conditions treated by our products;
- the degree to which treatments using our products are approved for reimbursement by public and private insurers;
- the degree to which physicians adopt our products;
- the extent to which we are successful in educating physicians about PAD and CAD in general and the existence and benefits of our products in particular;
- the strength of our marketing and distribution infrastructure;
- the level of education and awareness among physicians and hospitals concerning our products; and
- our reputation among physicians and hospitals.

Failure of our products to significantly penetrate current or new markets would negatively impact our business, financial condition and results of operations.

Our customers may not be able to achieve adequate reimbursement for using the Peripheral OAS, the Coronary OAS or other products, which could affect the acceptance of our products and cause our business to suffer.

The availability of insurance coverage and reimbursement for newly approved medical devices and procedures is uncertain. The commercial success of our products is substantially dependent on whether third-party insurance coverage and reimbursement for the use of such products and related services are available. We expect our products to continue to be purchased by hospitals and other providers who will then seek reimbursement from various public and private third-party payors, such as Medicare, Medicaid and private insurers, for the services provided to patients. While third-party payors are currently providing reimbursement for our products, we can give no assurance that these third-party payors will continue to provide adequate reimbursement for use of the Peripheral OAS, the Coronary OAS and our other products to permit hospitals and doctors to consider the products cost-effective for patients requiring treatment, or that current reimbursement levels for our products will continue. In addition, the overall amount of reimbursement available for PAD and CAD treatment could decrease in the future. For example, the reimbursement available for the use of certain of our products in certain settings, such as office-based labs, has been reduced and is proposed to be reduced further. In addition, we expect that the American Medical Association CPT lower extremity revascularization codes will be subject to a review process, which could also result in a decrease in the reimbursement available for the use of certain of our products. Failure by hospitals and other users of our products to obtain sufficient reimbursement could cause our business to suffer.

Medicare, Medicaid, health maintenance organizations and other third-party payors are increasingly attempting to contain healthcare costs by limiting both coverage and the level of reimbursement, and, as a result, they may not cover or provide adequate payment for use of our products. If the national or world economies suffer a prolonged recession or depression, the pressures on these payors to contain costs will be exacerbated. In order to position our products for acceptance by third-party payors, we may have to agree to lower prices than we might otherwise charge.

Governmental and private sector payors have instituted initiatives to limit the growth of healthcare costs using, for example, price regulation or controls and competitive pricing programs. Some third-party payors also require demonstrated superiority, on the basis of randomized clinical trials, or pre-approval of coverage, for new or innovative devices or procedures before they will reimburse healthcare providers who use such devices or procedures. It is uncertain whether our current products or any future products we may develop will be viewed as sufficiently cost-effective to warrant adequate coverage and reimbursement levels.

In addition, in the event of future allegations of our violations of healthcare laws, we could be excluded from participation in federal health care programs. If third-party coverage and reimbursement for our products is limited or not available, the acceptance of our products and, consequently, our business will be substantially harmed.

We have limited data and experience regarding the safety and efficacy of the Peripheral OAS and the Coronary OAS. Any long-term data that is generated may not be positive or consistent with our limited short-term data, which would affect market acceptance of these products.

Because our technology is relatively new in the treatment of PAD and CAD, we have performed clinical trials only with limited patient populations. The long-term effects of using the Peripheral OAS and the Coronary OAS in a large number of patients have not been studied and the results of short-term clinical use of the Peripheral OAS or the Coronary OAS do not necessarily predict long-term clinical benefits or reveal long-term adverse effects. We are conducting and developing several clinical trials, and there are substantial risks and uncertainties involved in these trials. We must devote substantial resources to our clinical trials, clinical trials often take several years to develop and conduct, there are difficulties involved in locating sites and patients to participate in our clinical trials, and the results of every trial are uncertain until the trial is completed. Furthermore, our active and future clinical trials may take substantially longer than we anticipate to develop, enroll, conduct and complete. These uncertainties could adversely impact our financial results, our reputation and the reputation of our products. For example, enrollment in ECLIPSE was paused from March to October 2020 due to COVID-19, which will delay the completion of the trial and the publication of its results.

Clinical trials conducted with the Peripheral OAS and the Coronary OAS have involved procedures performed by physicians who are very technically proficient. Consequently, both short and long-term results reported in these studies may be significantly more favorable than typical results achieved by physicians, which could negatively impact market acceptance of the Peripheral OAS and the Coronary OAS and materially harm our business.

We face significant competition, must innovate to stay competitive, and may be unable to sell the Peripheral OAS, the Coronary OAS or any other products at profitable levels.

The market for medical devices is highly competitive, dynamic and marked by rapid and substantial technological development and product innovation. Our ability to compete depends on our ability to innovate successfully, and, while certain barriers exist to entry into our market, we cannot assure that new entrants or existing competitors will not be able to develop products that compete directly with our products. We compete against very large and well-known stent and balloon angioplasty device manufacturers, atherectomy catheter manufacturers, pharmaceutical companies, companies that provide products used by surgeons in peripheral and coronary bypass procedures, and other companies that develop and sell other products or devices for the treatment of vascular disease. We may have difficulty competing effectively with these competitors because of their well-established positions in the marketplace, significant financial and human capital resources, established reputations, worldwide distribution channels, and the novelty and effectiveness of their products.

Our competitors may:

- develop and patent processes or products earlier than we will;
- obtain regulatory clearances or approvals for competing medical device products more rapidly than we will;
- market their products more effectively than we will;
- sell their products at lower prices than we do; or
- develop more effective or less expensive products or technologies that render our technology or products obsolete or non-competitive.

We have encountered and expect to continue to encounter potential customers who, due to existing relationships with our competitors, are committed to or prefer the products offered by these competitors. In addition, increased consolidation in the healthcare industry has resulted in companies with greater market power, which increases competition for goods and services.

We experience significant competition on the pricing of our products and expect to continue to experience pressure from our customers to lower our prices. Our customers may require lower pricing in connection with contract renewals or otherwise for us to continue to sell our products to them. In addition, if our purchasing agreement with HealthTrust Purchasing Group, L.P. is terminated, our financial results will be materially adversely affected.

If we are unable to compete successfully, our revenue will suffer. Increased competition might lead to price reductions and other concessions that might adversely affect our operating results. Competitive pressures may decrease the demand for our products and could adversely affect our financial results.

Our efforts to develop new products may not be successful or the new products may not provide the revenue we expect.

We have been and are substantially dependent on the sales of the Peripheral OAS and the Coronary OAS and seek to diversify our product portfolio, particularly as sales of the Peripheral OAS and Coronary OAS declined in fiscal 2022 compared to fiscal 2021. We plan to add to our product portfolio through both internal development efforts and through acquisitions, distribution agreements, licensing transactions, manufacturing agreements, joint ventures, collaboration and development agreements, and other strategic partnerships. We have several products in development, and we have also entered into distribution agreements for the sale of OrbusNeich products by us in the United States and the sale of our products in Japan by Medikit and in the rest of the world by a network of distributors and sales agents. New products may also include updated and improved versions of our existing products and of existing OrbusNeich products that we sell.

These new products and technologies may fail to reach the market or may only have limited commercial success because of efficacy or safety concerns, failure to achieve positive clinical outcomes, clinical trial requirements and results, inability to obtain necessary regulatory approvals, limited scope of approved uses, excessive costs to develop and manufacture, failure to establish or maintain intellectual property rights, or infringement of the intellectual property rights of others. Development of new products may take substantially longer than we anticipate, or we may decide to cease development of a product. We have experienced delays in the development of our new percutaneous ventricular assist device and other products, and we have ceased or paused the development of certain other products. Moreover, the COVID-19 pandemic and other factors caused delays in our product development and product launch efforts, which has caused and will cause delays in our ability to launch the affected products, if we are able to complete their development and launch them at all. Many of the new products in development will require clinical trials, which will require us to incur substantial additional costs. Even if we successfully develop or introduce new products or enhancements or new generations of our existing products, they may be quickly rendered obsolete by changing customer preferences, changing industry standards, or competitors' innovations. Innovations may not be accepted quickly in the marketplace because of, among other things, entrenched patterns of clinical practice or uncertainty over third-party reimbursement. We cannot provide certainty as to when or whether any of our products under development will be launched, whether we will be able to develop, license, or otherwise acquire compounds or products, or whether any products will be commercially successful. Failure to launch successful new products or technologies, or new indications or uses for existing products, may cause our products or technologies to become obsolete, causing our revenues and operating results to suffer. In addition our distribution agreement for the sale of our products in Japan by Medikit expires in the third quarter of fiscal 2023. If we are unable to renew this agreement on terms acceptable to us or at all, or if we are unable to secure an alternative distributor in Japan in the event of non-renewal, our financial results will be adversely affected.

Growth in the office-based lab site of service for PAD procedures could adversely affect our business.

We have observed a shift in the number of PAD procedures that are performed in office-based labs ("OBLs") in the United States as compared to PAD procedures performed in hospitals. These OBLs tend to have more price sensitivity than hospitals, as they are often established and managed by individual physicians and are subject to different reimbursement payments than hospitals. This price sensitivity has been, and may continue to be, heightened during periods of economic uncertainty, such as the COVID-19 pandemic and social unrest that began in the United States in 2020. As a result, our sales to OBLs have resulted, and could continue to result, in lower pricing. To the extent that the OBL site of service continues to grow, we may experience increasing pricing pressure and be forced to lower our prices further in order to retain existing business and gain new business with OBL customers. We may not be able to increase the volumes of our products sold overall in order to offset any pricing pressure we experience in sales to OBLs, which would result in our revenues declining or not growing as fast as we anticipate, which would adversely affect our business.

We have limited commercial manufacturing experience and could experience difficulty in producing the Peripheral OAS and the Coronary OAS and other products or may need to depend on third parties to manufacture the products.

We have limited experience in commercially manufacturing the Peripheral OAS, even less experience in commercially manufacturing the Coronary OAS and no experience manufacturing these products in the quantities that we anticipate will be required if we achieve planned levels of commercial sales. As a result, we may not be able to develop and implement efficient, low-cost manufacturing capabilities and processes that will enable us to manufacture the Peripheral OAS and the Coronary OAS or future products in significant volumes, while meeting the legal, regulatory, quality, price, durability, engineering, design and production standards required to market our products successfully.

The forecasts of demand we use to determine order quantities and lead times for components purchased from outside suppliers may be incorrect. Our failure to obtain required components or subassemblies when needed and at a reasonable cost would adversely affect our business.

In addition, we may in the future need to depend upon third parties to manufacture the Peripheral OAS and the Coronary OAS and future products. Any difficulties in locating and hiring third-party manufacturers, or in the ability of third-party manufacturers to supply quantities of our products at the times and in the quantities we need, could have a material adverse

effect on our business.

We depend upon third-party suppliers, including single source suppliers to us and our customers, making us vulnerable to supply problems and price fluctuations.

We rely on third-party suppliers to provide us with certain components of our products and to provide key components or supplies to our customers for use with our products and to sterilize our products prior to final packaging. We rely on single source suppliers for certain components of the Peripheral OAS and the Coronary OAS, including the diamond-grit-coated crown, and for our ViperSlide Lubricant. In some cases, we do not have long-term supply agreements with, or guaranteed commitments from, our suppliers, including single source suppliers. Although we have entered into long-term supply agreements with Fresenius Kabi AB for the supply of ViperSlide and with Abrasive Technology, Inc. for the supply of the diamond-grit-coated crowns, there can be no assurance that these agreements will guarantee uninterrupted supply or that we will be able to renew these agreements on favorable terms, or at all. We depend on our suppliers to provide us and our customers with materials in a timely manner that meet our and their quality, quantity and cost requirements. These suppliers may encounter problems during manufacturing and sterilization for a variety of reasons, any of which could delay or impede their ability to meet our demand and our customers' demands. These suppliers may cease producing the components we purchase from them or otherwise decide to cease doing business with us.

Companies in the United States and around the world have experienced a disruption in the supply of certain components and raw materials, such as electronics, resins and polymers, which may adversely affect us and our ability to obtain these components in a timely manner, in the volumes we require, or at all. In addition, the prices of these components and other supplies we rely upon in the manufacture of our products may rise. For example, we and our suppliers have recently experienced, and may continue to experience, rising costs due to inflation, such as costs of materials, labor and freight. If inflation continues to rise, the prices of our components may rise, resulting in increased expenses to us that we may not be able to offset by raising the prices of our products.

Any supply interruption from our suppliers or failure to obtain additional suppliers for any of the components used in our products or in the sterilization of our products, or price increases of these supplies, would limit our ability to manufacture our products and could have a material adverse effect on our business, financial condition and results of operations.

Furthermore, our customers may be adversely affected by shortages of goods and supplies used in the procedures they perform using our products, as well as labor shortages. For example, we are aware that some of our customers have experienced shortages of contrast dye, which is used in the procedures involving our products, and labor shortages, and those shortages limited their ability to perform procedures. If our customers are not able to acquire the supplies they need to adequately perform procedures and maintain adequate staffing levels, then they may decrease the use of our products, which would adversely affect our financial results.

We intend to continue to sell our products internationally in the future, but we may experience difficulties in obtaining or maintaining approval to do so or in successfully marketing our products internationally even if approved.

Currently, substantially all of our revenues are in the United States. In fiscal 2018, commercial sales of certain of our products commenced in Japan, which became the first international market for our products, and in fiscal 2019, we commenced sales in certain countries in Southeast Asia, Europe and the Middle East under our distribution agreement with OrbusNeich. We have continued to expand sales of our products into additional countries through fiscal 2022 and intend to continue this expansion. Our ability to sell our products outside of the United States is and will continue to be subject to foreign regulatory requirements, and we may incur substantial time and expense in seeking these approvals. Although our products have been cleared or approved by the FDA, regulatory authorities in other countries may not approve the same products for sale in their countries. Attempting to obtain these foreign approvals could result in significant delays and expenses for us and require additional clinical trials. We will be subject to substantial requirements relating to our international expansion, including differing regulatory, import, marketing and distribution requirements and different levels and structures of reimbursement and payment. There can be no guarantee that we will receive approval to sell our products in any additional countries or that any of our approvals will be maintained, nor can there be any guarantee that any sales would result even if such approval is received. We will be substantially reliant upon Medikit and other international distribution and sales agent partners for our international sales, and any failure of such distributors and sales agents to effectively sell our products could have a material adverse effect on our international efforts and harm our financial position. The COVID-19 pandemic has adversely affected the international markets and the ability of our distributors to grow the markets for our products in other countries. Travel restrictions and our inability to support new accounts has negatively impacted our progress in international markets. In addition, we will incur substantial expenses in connection with international expansion, particularly with respect to our efforts to train physicians on the safe and effective use of our products. Our inability to successfully enter international markets and manage business on a global scale could negatively affect our financial results. In addition, our distribution agreement for the sale of our products in Japan by Medikit expires in the third quarter of fiscal 2023. If we are unable to renew this agreement on terms acceptable to us or at all, or if we are unable to secure an alternative distributor in Japan in the event of non-renewal, our financial results will be

adversely affected.

We are dependent on our senior management team and highly skilled personnel, and our business could be harmed if we are unable to attract and retain personnel necessary for our success.

We are highly dependent on our senior management, particularly Scott Ward, our Chairman, President and Chief Executive Officer, and other key personnel. We experienced an increase in employee turnover in fiscal 2022, including several positions at the senior management level. Our success will depend on our ability to retain senior management and to attract and retain qualified personnel in the future, including sales and marketing professionals, scientists, clinical specialists, engineers and other highly skilled personnel and to integrate current and additional personnel in all departments. The loss of members of our senior management, sales and marketing professionals, scientists, clinical and regulatory specialists and engineers could prevent us from achieving our objectives of continuing to grow our company. We do not carry key person life insurance on any of our employees.

We may need to increase the size of our organization in the future, and we may experience difficulties managing growth. If we are unable to manage the anticipated growth of our business, our future revenue and operating results may be adversely affected.

We may need to expand the size of our organization in the future. The growth we may experience in the future may provide challenges to our organization, requiring us to also rapidly expand other aspects of our business, including our manufacturing operations. Rapid expansion in personnel may result in less experienced people producing and selling our products, which could result in unanticipated costs and disruptions to our operations. If we cannot scale and manage our business appropriately, our anticipated growth may be impaired and our financial results will suffer.

We may require additional financing, and our failure to obtain additional financing when needed could force us to delay, reduce or eliminate our product development programs or commercialization efforts.

We anticipate the need for additional financing in the future in order to execute our long-term strategic business plan. Additional funds may not be available when we need them on terms that are acceptable to us, or at all. In the event we need or desire additional financing, we may be unable to obtain it by borrowing money in the credit markets or raising money in the capital markets. If adequate funds are not available on a timely basis, we may need to terminate or delay the development of one or more of our products, or delay establishment of sales and marketing capabilities or other activities necessary to commercialize our products.

We face a risk of non-compliance with the financial covenants in our loan and security agreement with Silicon Valley Bank.

We are party to a loan and security agreement with Silicon Valley Bank. This agreement requires us to maintain, among other things, either (i) minimum unrestricted cash at Silicon Valley Bank and unused availability on our line of credit of at least $10.0 million or (ii) minimum trailing three-month Adjusted EBITDA of $1.0 million and contains customary events of default, including, among others, the failure to comply with certain covenants or other agreements. Upon the occurrence and during the continuation of an event of default, amounts due under the agreements may be accelerated by Silicon Valley Bank. If we are unable to meet the financial or other covenants under the current loan and security agreement or negotiate future waivers or amendments of such covenants, events of default could occur under the agreement. Upon the occurrence and during the continuance of an event of default under the agreement, Silicon Valley Bank has available a range of remedies customary in these circumstances, including declaring all outstanding debt, together with accrued and unpaid interest thereon, to be due and payable, foreclosing on the assets securing the agreement and/or ceasing to provide additional loans under our line of credit, which could have a material adverse effect on us.

The restrictive covenants under this agreement could limit our ability to obtain future financing, withstand a future downturn in our business or the economy in general or otherwise conduct necessary corporate activities. The financial and restrictive covenants contained in this agreement could also adversely affect our ability to respond to changing economic and business conditions and place us at a competitive disadvantage relative to other companies that may be subject to fewer restrictions. Transactions that we may view as important opportunities, such as acquisitions, may be subject to the consent of Silicon Valley Bank, which consent may be withheld or granted subject to conditions specified at the time that may affect the attractiveness or viability of the transaction.

We lease our corporate headquarters and Texas manufacturing facility, which subjects us to ongoing payment obligations and compliance with certain covenants.

On March 30, 2017, we completed the sale of our corporate headquarters. In connection with such sale, we entered into a lease agreement for our corporate headquarters, which has an initial term of fifteen years, with four consecutive renewal options of

five years each. Under this lease, we are obligated to pay a base annual rent in the first year of $1.6 million with annual escalations of 3%. In fiscal 2021, we renewed the lease for our manufacturing facility in Pearland, Texas for an additional five years. If we are unable to make required rent payments or comply with the other covenants contained in the leases, the respective landlords could take certain actions against us, up to and including termination of the lease, which could have an adverse impact on our business, results of operations or financial conditions.

Our stock price is volatile and subject to significant fluctuations.

The market price of our common stock could be subject to significant fluctuations. Market prices for securities of early-stage pharmaceutical, medical device, biotechnology and other life sciences companies have historically been particularly volatile. Our common stock traded as low as $13.41 and as high as $43.37 per share during the 12-month period ended June 30, 2022. Factors that may cause the market price of our common stock to fluctuate include, but are not limited to:

- announcements of technological or medical innovations for the treatment of vascular disease;
- quarterly variations in our or our competitors' results of operations;
- failure to meet estimates or recommendations by securities analysts who cover our stock;
- failure to meet our own financial estimates;
- accusations that we have violated a law or regulation;
- recalls of our products;
- significant litigation;
- sales of large blocks of our common stock, including sales by our executive officers or directors;
- changes in accounting principles;
- actual or anticipated changes in healthcare policy and reimbursement levels;
- developments relating to our competitors and markets;
- new issuances of our common or preferred stock;
- pandemic developments or social unrest in the markets in which we operate; and
- general market conditions and other factors, such as a recession or depression or other factors unrelated to our operating performance or the operating performance of our competitors.

Moreover, the stock markets in general have experienced substantial volatility that has often been unrelated to the operating performance of individual companies. These broad market fluctuations may also adversely affect the trading price of our common stock.

Our ability to use our net operating loss carryforwards and certain other tax attributes may be limited.

Under Sections 382 and 383 of the Internal Revenue Code of 1986, as amended, if a corporation undergoes an "ownership change," the corporation's ability to use its pre-change net operating loss carryforwards and other pre-change tax attributes, such as research tax credits, to offset its post-change income or taxes may be limited. In general, an "ownership change" will occur if there is a cumulative change in our ownership by "5-percent shareholders" that exceeds 50 percentage points over a rolling three-year period. Similar rules may apply under state tax laws. We may have experienced an ownership change in the past and we may also experience ownership changes in the future as a result of future transactions in our stock, some of which may be outside our control. As a result, if we earn net taxable income, our ability to use our pre-change net operating loss carryforwards or other pre-change tax attributes to offset U.S. federal and state taxable income or taxes may be subject to limitations.

An interruption in or breach of security of our information or manufacturing systems could cause a loss of business or damage to our reputation.

We rely on information and communication systems in our manufacturing and in the conduct of our business. If there is any failure or interruption of these systems, such an incident could cause failures or disruptions in our customer relationship systems or product manufacturing. In addition, we could be subject to a cyber incident, such as an intentional attack or an unintentional event that involves a third party gaining unauthorized access to our systems or to the systems of business partners of ours who hold or have access to information regarding us, such as our suppliers and vendors, or a third party gaining access to software programs developed by third parties, any of which could disrupt our operations, corrupt our data, or result in release of our confidential information. We have experienced and expect to continue to experience actual or attempted cyber-attacks of our systems or networks. To date, none of these actual or attempted attacks has had a material effect on our operations or financial condition. Although we have systems and processes designed to detect and prevent security breaches, the technology used by parties seeking unauthorized access to our systems is rapidly changing and we are not fully insulated from technology disruptions that could adversely impact us and we may not be able to timely and adequately detect and prevent any breaches. While we devote significant resources to network security, data encryption and other security measures to protect our systems and data, including our own proprietary information and the confidential information of third parties, these measures cannot

provide absolute security. The costs to eliminate or alleviate network security problems, bugs, viruses, worms, malicious software programs and security vulnerabilities could be significant, and our efforts to address these problems may not be successful, resulting potentially in the theft, loss, destruction or corruption of information we store electronically, as well as unexpected interruptions, delays or cessation of service, any of which could cause harm to our business operations. Moreover, if a computer security breach or cyber-attack affects our systems or the systems of any of our business partners results in the unauthorized release of proprietary or personally identifiable information, our reputation could be materially damaged, customer confidence in us could be diminished, and our operations could be impaired. We would also be exposed to a risk of loss or litigation and potential liability, as well as government enforcement actions, any of which could have a material adverse effect on our business, results of operations and financial condition. In addition, due to the COVID-19 pandemic, we have implemented remote work arrangements for most employees, and we expect many of our employees to continue to work remotely, and those employees may use outside technology and systems that are more vulnerable to security breaches, service interruptions, data loss or malicious attacks than our internal systems. The occurrence of any failures, interruptions or cyber incidents could cause a loss of business or damage to our reputation and have a material effect on our business, financial condition, results of operations and cash flows.

The effects of hurricanes, flooding and other natural disasters and other external events may impact our sales, inventories and supply availability, which could adversely affect our financial condition and results of operations.

In prior years, hurricanes have made landfall along the Texas Gulf Coast and in the State of Florida, respectively, bringing high winds, unprecedented rain and extreme flooding to those areas. A significant portion of our sales is generated from these areas. Procedure volumes in the Houston area and in Florida decreased during the pendency and immediate aftermath of prior hurricanes and flooding, which decreased the number of our products used during this time. Any sustained decrease in procedure volumes from hurricanes and other natural disasters, and other external events, such as political unrest, acts of war or terrorism, that affect any areas in which our customers are located will result in decreased sales in these areas and could have a material adverse effect on our financial condition and results of operations.

In addition, we maintain a 46,000-square foot production facility in Pearland, Texas, which is just outside of Houston in southeast Texas. The storms referenced above and their aftermath did not cause damage to our Pearland facility. However, this facility suffered power loss and disruption of operations during the winter of 2021 due to severe storms in Texas. Any future loss of operations at the Pearland facility as a result of natural disasters and other external events eliminates an alternate production source in the event that our manufacturing capacity at the Minnesota facility is disrupted for any reason.

We also rely on third parties to manufacture certain of our products and components of our products, some of which are located outside of the United States. Any disruptions to their ability to manufacture these products or components as a result of hurricanes, flooding and other natural disasters and other external events, such as political unrest, acts of war or terrorism, could have a material effect on our ability to manufacture and supply our products.

Any disruptions in our ability and the ability of third parties to timely manufacture and supply our products to our customers could cause us to experience delays in recognizing revenue or even to lose sales altogether, and any additional hurricanes, flooding or other natural disasters or other external events, such as political unrest, acts of war or terrorism, affecting areas in which our products are sold could result in decreased numbers of cases using our products. Any of these events could have a material adverse effect on our financial condition and results of operations.

We may acquire new products, technologies, businesses or companies and if we are unable to successfully complete these acquisitions or to integrate acquired businesses, we may fail to realize expected benefits or harm our existing business.

We have acquired new products from other companies and may seek to acquire additional products, technologies, businesses or companies in the future. We may not be able to successfully integrate newly acquired products, technologies, businesses or companies into our operations, and the process of integration could be expensive and time consuming, and may strain our resources. Furthermore, we may not be successful in commercializing acquired products or technologies. Other risks associated with acquisitions may include:

- the business culture of the acquired business may not match well with our culture;
- technological and product synergies, economies of scale and cost reductions may not occur as expected;
- we may acquire or assume unexpected liabilities;
- we may fail to retain, motivate and integrate key management and other employees of the acquired business;
- higher than expected finance costs may arise due to unforeseen changes in tax, trade, environmental, labor, safety, payroll or pension policies in any jurisdiction in which the acquired business conducts its operations;
- we may experience problems in retaining suppliers or customers of the acquired business;
- we may not be able to effectively integrate internal control processes of the acquired business into our business; and
- we may not be able to operate acquired businesses profitably.

Consequently, we may not achieve anticipated benefits of the acquisitions, which could harm our existing business. In addition, future acquisitions could result in potentially dilutive issuances of equity securities or the incurrence of debt, contingent liabilities or expenses, or other charges such as in-process research and development, any of which could harm our business and affect our financial results or cause a reduction in the price of our common stock.

Risks Related to Government Regulation

Our ability to market the Peripheral OAS in the United States is limited to use as a therapy in patients with PAD and our ability to market the Coronary OAS in the United States is limited to use as a therapy in patients with severely calcified CAD, and if we want to expand our marketing claims or release new products, we will need to file for additional FDA clearances or approvals and conduct further clinical trials, which would be expensive and time consuming and may not be successful.

We received FDA 510(k) clearances in the United States for use of the Peripheral OAS as a therapy in patients with PAD, and we received PMA to use the Coronary OAS as a therapy in patients with severely calcified CAD. These clearances and approvals restrict our ability to market or advertise the Peripheral OAS and the Coronary OAS beyond these uses and, as such, could limit our growth.

If we determine to market our orbital technology in the United States for other uses, we would need to conduct further clinical trials and obtain premarket approval from the FDA. Clinical trials are complex, expensive, time consuming, uncertain and subject to substantial and unanticipated delays. There is no assurance that we will be able to obtain FDA approval to use our orbital atherectomy technology for applications other than the treatment of PAD and CAD.

We are also developing several new products, all of which will require clearances or approvals from the FDA. Such clearances or approvals will be conditioned on, in some cases, clinical trials relating to such products. There is no assurance that we will be able to obtain such clearances or approvals.

We are or will be subject to an extensive set of post-market controls that apply to us as we commercialize our products, including annual PMA reports, Medical Device Reports on serious adverse events, complaint handling and analysis under the FDA's QSR, export controls, advertising and promotion requirements, and potential post-market studies required by the FDA.

We and our suppliers are also subject to regulation by various state authorities, which may inspect our or our suppliers' facilities and manufacturing processes and enforce state regulations. Failure to comply with applicable state regulations may result in seizures, injunctions or other types of enforcement actions.

We are also selling, and seeking to sell, our current and future products in other countries, which have their own requirements for the development, approval and sale of products in their countries. There is no assurance we will be able to obtain or maintain approvals in other countries for the sale of our products, and failure to comply with applicable foreign laws and regulations may result in seizures, injunctions or other types of enforcement actions and the inability of our products to be sold.

Our promotion of our current and future products is closely controlled by the FDA and other regulatory agencies in the United States and internationally, and enforcement activities could limit our ability to inform potential customers of the features of the products.

Our products may in the future be subject to product recalls that could harm our reputation and product liability claims that could exceed the limits of available insurance coverage.

The FDA and similar governmental authorities in other countries have the authority to require the recall of commercialized products in the event of material regulatory deficiencies or defects in design or manufacture, and we also may institute voluntary recalls of our products. Since commercialization of the Peripheral OAS, we have had instances of recalls, including a recall of our OAS saline infusion pump in April 2017 and other smaller recalls of particular lots of certain products. In fiscal 2022, we recalled the WIRION Embolic Protection System due to nine complaints of filter breakage during retrieval (of 697 total units distributed), and we recalled two lots of the Peripheral OAS (16 devices total) due to labeling inaccuracies. Any recalls of our products or products that we distribute would divert managerial and financial resources, harm our reputation with customers and have an adverse effect on our financial condition and results of operations.

Also, if any of our products is defectively designed, manufactured or labeled, contain defective components or are misused, we may become subject to costly litigation by our customers or their patients. The use, misuse or off-label use of our products may result in injuries that lead to product liability suits, which could be costly to our business. We cannot prevent a physician from using any of our products for off-label applications. While we have product liability insurance coverage for our products and intend to maintain such insurance coverage in the future, there can be no assurance that we will be adequately protected from claims that are brought against us.

We are subject to many laws and governmental regulations and any adverse regulatory action may materially adversely affect our financial condition and business operations.

Our products and related manufacturing processes, clinical data, adverse events, recalls and corrections and promotional activities are subject to extensive regulation by the FDA and other regulatory bodies. In particular, we are required to comply with the QSR and other regulations, which cover the methods and documentation of the design, testing, production, control, quality assurance, labeling, packaging, storage and shipping of any product for which we obtain marketing clearance or approval. We are also responsible for the quality of components received by our suppliers. Failure to comply with the QSR requirements or other statutes and regulations administered by the FDA and other regulatory bodies, or failure to adequately respond to any observations, could result in, among other things:

- warning or other letters from the FDA;
- fines, injunctions and civil penalties;
- product recall or seizure;
- unanticipated expenditures;
- delays in clearing or approving or refusal to clear or approve products;
- withdrawal or suspension of approval or clearance by the FDA or other regulatory bodies;
- orders for physician notification or device repair, replacement or refund;
- operating restrictions, partial suspension or total shutdown of production or clinical trials; and
- criminal prosecution.

If any of these actions were to occur, it would harm our reputation and cause our product sales to suffer.

In addition, our relationships with physicians, hospitals and the marketers of our products are subject to scrutiny under various anti-kickback, self-referral, false claims and similar laws, often referred to collectively as healthcare fraud and abuse laws, as further described below.

If our operations are found to be in violation of these laws, we, as well as our employees, may be subject to penalties, including monetary fines, civil and criminal penalties, exclusion from federal and state healthcare programs, including Medicare, Medicaid, Veterans Administration health programs, workers' compensation programs and TRICARE (the healthcare system administered by or on behalf of the U.S. Department of Defense for uniformed services beneficiaries, including active duty and their dependents, retirees and their dependents), and forfeiture of amounts collected in violation of such prohibitions, which could materially adversely affect our financial condition and business operations.

In addition, we have agreements with federal, state and local government agencies, such as the Veterans Administration, and third-party healthcare providers that receive government funding to sell our products. We are subject to extensive regulatory compliance obligations in the award, performance and administration of our government contracts, including regulations relating to procurement integrity, pricing protection, export control, government security, employment practices, accuracy of records and the recording of costs. The other parties to these agreements have the right to audit us to determine whether we are in compliance with these agreements. Failure to comply with these regulations and requirements could result in reductions of the value of contracts, contract modifications or termination, repayment of amounts, the assessment of penalties and fines, and/or suspension or debarment from government contracting or subcontracting in the future, any of which could negatively affect our financial condition and results of operations.

We are subject to laws and customer standards prohibiting, among other things, "kickbacks" and false and fraudulent claims which, if violated, could subject us to substantial penalties and loss of business. Additionally, any challenges to or investigations into our practices under these laws could cause adverse publicity and be costly to respond to, and thus could harm our business.

The federal healthcare program Anti-Kickback Statute, and similar state and foreign laws, prohibit payments that are intended to induce health care professionals or others either to refer patients or to purchase, lease, order or arrange for or recommend the purchase, lease or order of healthcare products or services. A number of states have enacted laws that require pharmaceutical and medical device companies to monitor and report payments, gifts and other remuneration made to physicians and other health care professionals and health care organizations. In addition, some state statutes, most notably laws in Massachusetts and Vermont, impose outright bans on certain gifts to physicians as well as requiring reporting of payments to physicians. Some of these laws, referred to as "aggregate spend" or "gift" laws, carry substantial fines if they are violated. The Sunshine Act requires us to collect and report certain data on payments and other transfers of value to physicians, teaching hospitals and other covered recipients. In addition, foreign countries in which our products are or will be sold may have similar disclosure requirements.

Public reporting under the Sunshine Act and implementing Open Payments regulations has resulted in increased scrutiny of the financial relationships between industry, physicians, teaching hospitals and other covered recipients. These anti-kickback, public reporting and aggregate spend laws and the fraud and abuse laws affect our sales, marketing, promotional and clinical activities by limiting the kinds of financial arrangements, including sales programs, we may have with hospitals, physicians or other potential purchasers or users of medical devices. They also impose additional administrative and compliance burdens on us. In particular, these laws influence, among other things, how we structure our sales offerings, including discount practices, customer support, education and training programs, physician consulting and other service arrangements, and clinical trials. If we were to offer or pay inappropriate inducements to purchase our products, we could be subject to a claim under the federal healthcare program Anti-Kickback Statute or similar state and foreign laws. If we fail to comply with particular reporting requirements, we could be subject to penalties under applicable federal or state laws. Other federal and state laws generally prohibit individuals or entities from knowingly presenting, or causing to be presented, claims for payments to Medicare, Medicaid or other third-party payors that are false or fraudulent, or for items or services that were not provided as claimed. Although we do not submit claims directly to government healthcare programs or other payors, manufacturers can be held liable under these laws if they are deemed to "cause" the submission of false or fraudulent claims by providing inaccurate billing or coding information to customers, by providing improper financial inducements, or through certain other activities.

In providing billing and coding information to customers, we make every effort to ensure that the billing and coding information furnished is accurate and that treating physicians understand that they are responsible for all treatment decisions. Nevertheless, we cannot provide assurance that the government will regard any billing errors that may be made as inadvertent or that the government will not examine our role in providing information to our customers and physicians concerning the benefits of therapy with our devices. Likewise, our financial relationships with customers, physicians, or others in a position to influence the purchase or use of our products may be subject to government scrutiny or be alleged or found to violate applicable fraud and abuse laws. False claims laws prescribe civil, criminal and administrative penalties for noncompliance, which can be substantial. Moreover, an unsuccessful challenge or investigation into our practices could cause adverse publicity, and be costly to respond to, and thus could harm our business and results of operations.

On June 28, 2016, we entered into a Settlement Agreement with the United States of America, acting through the DOJ and on behalf of the OIG, and Travis Thams, who filed the qui tam complaint underlying the DOJ's investigation (the "Civil Action"), to resolve the investigation by the DOJ and the Civil Action. The existence of the investigation and subsequent settlement could negatively affect our reputation and harm our business and results of operations. In addition, the release we received from the government in the Settlement Agreement related to particular conduct alleged in the complaint underlying the investigation. If the government determines that other conduct alleged in the complaint for which the government did not grant us a release merits additional investigation or if the government pursues any action against us relating to this other alleged conduct, then we may need to expend additional amounts to defend ourselves, our management would undergo the distraction of additional investigation and potential litigation, our reputation could be harmed, and our business and results of operations could be materially adversely affected.

Finally, our customers have their own codes of conduct and standards with which we must comply to do business with them. If a customer determines that we or our sales representatives have violated these codes and standards, they may cease to do business with us, which would adversely affect our revenue and results of operations.

Our international expansion subjects us to increased legal and regulatory requirements, which could have a material effect on our business.

Our expansion of sales into international markets subjects us and our products to different and increased laws and regulations, including foreign medical device regulations; tax laws; employment, immigration and labor laws; local intellectual property laws, which may not protect intellectual property rights to the same extent as in the United States; increased financial accounting and reporting burdens and complexities; import, export and sanction laws and regulations; privacy laws such as the European General Data Protection Regulation; and the Foreign Corrupt Practices Act and similar anti-corruption laws. Although we have and will continue to implement policies and procedures designed to ensure compliance with these laws, there can be no assurance that all of our employees, contractors, distributors and agents, as well as those companies to which we will outsource certain aspects of our business operations, including those based in foreign countries where practices that violate such U.S. laws may be customary, will comply with our internal policies. Some of our distributors may appoint sub-distributors of our products and we will have limited ability to control the actions of these sub-distributors, but we may be held responsible by governmental authorities for the actions of these sub-distributors. We will incur additional compliance costs associated with global operations, and any alleged or actual violations of these laws and regulations could subject us to government scrutiny, severe criminal or civil fines, sanctions and other liabilities, and prohibitions on business conduct, and could negatively affect our business, reputation, operating results, and financial condition. The sale and use of our devices is also subject to reimbursement and third-party payor systems in other countries, which may involve lower reimbursement than in the United States and increased pricing pressure, resulting in lower revenue and margins on our products sold outside of the United States. Furthermore, geopolitical developments in international markets, such as unrest and political developments in Hong Kong,

where OrbusNeich is headquartered, and COVID-19-related plant closings in China, where some of our distributed products and some components in our products are manufactured, could have a negative effect on the ability of us or our distributors to operate and sell our products or disrupt the supply chain for our suppliers and products, all of which would negatively affect our business.

New regulatory requirements will impose additional burdens on us, and our business could be adversely affected if we are unable to satisfy all applicable new requirements in a timely fashion.

New regulations impacting our products are periodically adopted. These regulations may require us to change our existing product designs in order to continue marketing our products, which could result in increased expenditures and in risks that we may be unable to successfully change our designs to satisfy the new requirements. For example, the new EU MDR came into effect in May 2021. We have taken steps to ensure our compliance with EU MDR but we could experience unforeseen delays, which could delay or prevent our ability to sell products in the European market. Any delays in selling our products resulting from non-compliance with EU MDR and other new regulatory requirements could have a material adverse effect on our business.

Healthcare reform legislation could adversely affect our operating results and financial condition.

There have been and continue to be proposals by the federal government, state governments, regulators and third-party payors to control healthcare costs and, more generally, to reform the U.S. healthcare system, some of which have been enacted into law, such as the Patient Protection and Affordable Care Act (the "Patient Act"). The Patient Act and any additional healthcare proposals and laws that may be enacted in the future could also limit the prices we are able to charge for our products or the amounts of reimbursement available for our products and could limit the acceptance and availability of our products. The Patient Act and future healthcare legislation could adversely affect our revenue and financial condition. The U.S. Congress has in the past considered legislation to repeal, modify or replace the Patient Act and there have been multiple challenges to the Patient Act through the U.S. court system. Although the Patient Act has survived these court challenges, these efforts may continue. We cannot predict the outcome of these legislative and judicial efforts and, as a result, we cannot predict the effect that any such repeal, modification or replacement will have on our business and results of operations.

Failure to comply with data privacy and security laws could have a material adverse effect on our business.

We are subject to state, federal and foreign laws relating to data privacy and security in the conduct of our business, including state breach notification laws, the Health Insurance Portability and Accountability Act, and the European Union's General Data Protection Regulation. These laws affect how we collect and use data of our employees, consultants, customers and other parties. Furthermore, these laws impose substantial requirements that require the expenditure of significant funds and employee time to comply, and additional states and countries are enacting new data privacy and security laws, which will require future expansion of our compliance efforts. We also rely on third-parties to host or otherwise process some of this data, and any failure by a third party to prevent security breaches could have adverse consequences for us. In addition, the FDA has issued guidance to which we may be subject with respect to data security for medical devices. We will need to expend additional resources and make significant investments to comply with data privacy and security laws. Our failure to comply with these laws or prevent security breaches of such data could result in significant liability under applicable laws, cause disruption to our business, harm our reputation and have a material adverse effect on our business.

Our failure to comply with environmental, health safety and social laws and standards may result in liabilities, expenses and restrictions on our operations and harm our reputation.

Our operations are subject to regulatory requirements relating to the environment, waste management and health and safety matters, including measures relating to the release, use, storage, treatment, transportation, discharge, disposal and remediation of hazardous substances. Environmental laws and regulations could become more stringent over time, imposing greater compliance costs and increasing risks and penalties associated with violations. Our manufacturing and research and development operations use hazardous substances and are subject to federal, state, local and foreign environmental laws and regulations relating to hazardous substances. We have policies and procedures relating to the use and disposal of hazardous substances, and the instructions for use of our products, which are disposable, contain information on the proper disposal of the products after use, but the use of hazardous substances in our business nevertheless exposes us to risks of damages and liabilities relating to these hazardous substances. We cannot provide assurances that violations of these laws and regulations will not occur in the future or have not occurred in the past as a result of human error, accidents, equipment failure or other causes. If we violate environmental or health and safety laws, we could be liable for damages and fines that could exceed our existing insurance coverage, damage our reputation and have a material adverse effect on our business.

In addition, there is an increasing focus by investors, customers and suppliers on environmental and social issues. Our investors, customers and suppliers have adopted, or may adopt, policies that include environmental and social standards with

which they expert or desire us to comply. These environmental or social standards and initiatives are subject to change, can be unpredictable, and may be difficult and expensive for us to comply with, given the complexity of our supply chain and the outsourced manufacturing of certain components of our products. If we are unable to comply, or are unable to cause our suppliers to comply, with such policies or provisions, these third parties may seek to cease to do business with us, either through divestiture of their stock holdings or ceasing to purchase products from us or supplying products to us, which could harm our reputation, revenue and results of operations.

The impact of restrictive trade policies in the United States and the potential corresponding actions by other countries could adversely affect our financial performance.

The U.S. federal government has implemented tariffs on certain products imported into the United States from China, and the Chinese government has responded with retaliatory tariffs on certain products, including medical devices, exported from the United States to China. In addition, changes by the U.S. government to the status of Hong Kong, where OrbusNeich is headquartered, which will subject Hong Kong to the same economic policy barriers as mainland China, could negatively affect the pricing and supply chain of products sold to and purchased from OrbusNeich, which could make it more difficult to expand the sales of these products and negatively affect our financial results. We cannot predict whether the United States will implement additional trade restrictions with respect to China or other countries and how such countries would respond to such trade restrictions. If these tariffs continue or are expanded, it would be more difficult to sell our products in China or other markets outside of the United States, if we seek to expand into the Chinese or other markets in the future. In addition, these tariffs may increase the costs of procuring component parts for our products from China or other countries. Restrictive trade policies may also harm the United States and global economies generally, which would adversely affect our business in a variety of ways, including reducing the market for our products, causing a downturn in the trading price of our common stock, and restricting access to credit if we seek it for future growth.

Risks Relating to Our Intellectual Property

Our inability to adequately protect our intellectual property could allow our competitors and others to produce products based on our technology, which could substantially impair our ability to compete.

Our success and ability to compete depends, in part, upon our ability to maintain the proprietary nature of our technologies. We rely on a combination of patents, copyrights and trademarks, as well as trade secrets and nondisclosure agreements, to protect our intellectual property. Our issued patents and related intellectual property may not be adequate to protect us or permit us to gain or maintain a competitive advantage. We continue to develop new technologies and products, as well as enhancements to our existing products. The patent prosecution process is expensive, time-consuming and complex, and maintenance, renewal, annuity and other government fees may be significant. We cannot be assured that any of our pending or future patent applications will result in the issuance of patents to us, and the coverage claimed in our patent applications could be significantly reduced before the patent is issued, and issued patents may not be in a form that provides us with meaningful protection. We may also fail to identify patentable aspects of our research and development output in time to obtain patent protection. Further, if any patents we obtain or license are deemed invalid and unenforceable, or have their scope narrowed, it could impact our ability to commercialize or license our technology and achieve competitive advantages. Finally, patents have a limited lifespan. Once our primary issued patents expire, our remaining patents may not provide us with sufficient rights to exclude others from commercializing products similar or identical to ours.

Changes in either the patent laws or in interpretations of patent laws in the United States and other countries may diminish the value of our intellectual property. In addition, the laws of some foreign countries may not protect our intellectual property rights to the same extent as the laws of the United States, if at all.

We may, in the future, need to assert claims of infringement against third parties to protect our intellectual property. The outcome of litigation to enforce our intellectual property rights in patents, copyrights, trade secrets or trademarks is highly unpredictable, could result in substantial costs and diversion of resources, and could have a material adverse effect on our financial condition, reputation and results of operations regardless of the final outcome of such litigation.

Despite our efforts to safeguard our unpatented and unregistered intellectual property rights, we may not be successful in doing so or the steps taken by us in this regard may not be adequate to detect or deter misappropriation of our technology or to prevent an unauthorized third party from copying or otherwise obtaining and using our products, technology or other information that we regard as proprietary. In addition, we may not have sufficient resources to litigate, enforce or defend our intellectual property rights. Additionally, third parties may be able to design around our patents.

We also rely on trade secrets, technical know-how and continuing innovation to develop and maintain our competitive position. In this regard, we seek to protect our proprietary information and other intellectual property by having a policy that our employees, consultants, contractors, outside scientific collaborators and other advisors execute non-disclosure and assignment

of invention agreements on commencement of their employment or engagement. We cannot provide any assurance that employees and third parties will abide by the confidentiality or assignment terms of these agreements, or that we will be effective in securing necessary assignments from these third parties.

Accordingly, our products and technologies may not be protectable or remain protected by valid and enforceable intellectual property rights. Our inability to adequately protect our intellectual property could allow our competitors and others to produce products based on our technology, which could substantially impair our ability to compete and results of operations.

Claims of infringement or misappropriation of the intellectual property rights of others could prohibit us from commercializing products, require us to obtain licenses from third parties or require us to develop non-infringing alternatives, and subject us to substantial monetary damages and injunctive relief.

The medical technology industry is characterized by extensive litigation and administrative proceedings over patent and other intellectual property rights. The likelihood that patent infringement or misappropriation claims may be brought against us increases as we achieve more visibility in the marketplace and introduce products to market. We are aware of numerous patents issued to third parties that relate to the manufacture and use of medical devices for the treatment of vascular disease. The owners of each of these patents could assert that the manufacture, use or sale of our products infringes one or more claims of their patents. There could also be existing patents of which we are unaware that one or more aspects of our technology may inadvertently infringe. In some cases, litigation may be threatened or brought by a patent-holding company or other adverse patent owner who has no relevant product revenues and against whom our patents may provide little or no deterrence.

Any infringement or misappropriation claim could cause us to incur significant costs, place significant strain on our financial resources, divert management's attention from our business and harm our reputation. If the relevant patents were upheld in litigation as valid and enforceable and we were found to infringe, we could be prohibited from commercializing any infringing products unless we could obtain licenses to use the technology covered by the patent or are able to design around the patent. We may be unable to obtain a license on terms acceptable to us, if at all, and we may not be able to redesign any infringing products to avoid infringement.

Item 1B. ***Unresolved Staff Comments.***

None.

Item 2. ***Properties.***

Our principal executive offices are located in our headquarters, a 125,000 square foot facility in St. Paul, Minnesota, which contains dedicated research and development, training and education, and manufacturing facilities, and our central administrative offices. In March 2017, we sold this facility and entered into an agreement to lease the facility through March 2032.

In September 2009, we entered into an agreement to lease a 46,000 square foot production facility in Pearland, Texas. In July 2020, we renewed this lease for an additional five year term that will expire in April 2026. This facility primarily accommodates additional manufacturing activities.

We believe that our current facilities are adequate for our current and anticipated future needs for the foreseeable future.

Item 3. ***Legal Proceedings*****.**

None.

Item 4. ***Mine Safety Disclosures.***

None.

PART II

Item 5. ***Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities.***

We trade on the Nasdaq Global Select Market under the symbol "CSII." The number of record holders of our common stock on August 11, 2022 was approximately 78. No cash dividends have been previously paid on our common stock and none are anticipated during the year ending June 30, 2023.

Recent Sales of Unregistered Securities

None.

Issuer Purchases of Equity Securities

The following table presents the information with respect to purchases made by us of our common stock during the fourth quarter of fiscal 2022:

	Total Number of Shares Purchased	Average Price Paid per Share	Total Number of Shares Purchased as part of Publicly Announced Plans or Programs	Approximate Dollar Value of Shares that May Yet Be Purchased under the Plans or Programs
April 1 to April 30, 2022[(1)]	402	$ 21.53	N/A	N/A
May 1 to May 31, 2022[(1)]	923	$ 15.56	N/A	N/A
June 1 to June 30, 2022[(1)]	6,331	$ 13.53	N/A	N/A
	7,656	$ 14.19		

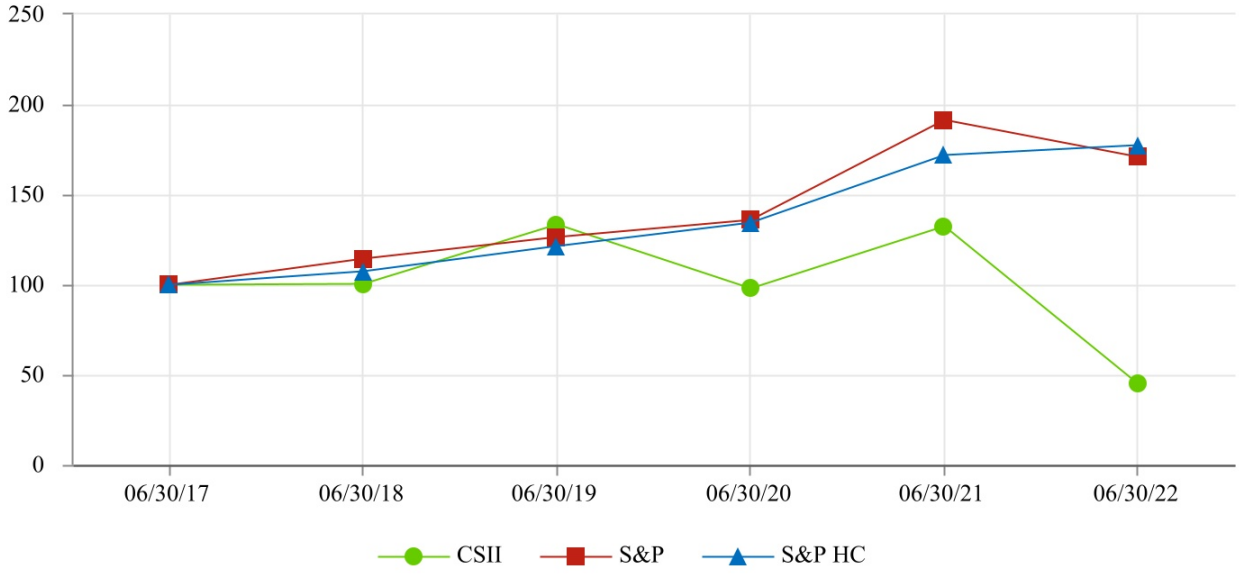
(1) Comprised of shares withheld pursuant to the terms of restricted stock awards under our stock-based compensation plans to offset tax withholding obligations that occur upon vesting and release of shares. The value of the shares withheld is the closing price of our common stock on the date the relevant transaction occurs.

Securities Authorized For Issuance Under Equity Compensation Plans

For information on our equity compensation plans, refer to Item 12, "Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters."

Performance Graph

The following graph compares the cumulative total stockholder return of our common stock ("CSII") with the return of the Standard & Poor's 500 Stock Index ("S&P") and the S&P Health Care Index ("S&P HC") from June 30, 2017 through June 30, 2022. The comparisons assume $100 was invested on June 30, 2017 in our common stock, the S&P 500 Stock Index and the S&P Health Care Index and also assumes that any dividends are reinvested. The returns set forth on the following graph are based on historical results and are not intended to suggest future performance.



Item 6. ***[Reserved.]***

Item 7. ***Management's Discussion and Analysis of Financial Condition and Results of Operations.***

You should read the following discussion and analysis of financial condition and results of operations together with our consolidated financial statements and the related notes included elsewhere in this Form 10-K. This discussion and analysis contains forward-looking statements about our business and operations, based on current expectations and related to future events and our future financial performance, that involve risks and uncertainties. Our actual results may differ materially from those we currently anticipate as a result of many important factors, including the factors we describe under "Risk Factors" and elsewhere in this Form 10-K.

OVERVIEW

We are a medical technology company leading the way in the effort to successfully treat patients suffering from peripheral and coronary artery diseases, including those with arterial calcium, the most difficult form of arterial disease to treat. We are committed to clinical rigor, constant innovation and a defining drive to set the industry standard to deliver safe and effective medical devices that improve the lives of patients facing these difficult disease state. We have developed patented orbital atherectomy systems ("OAS") for both peripheral and coronary clinical applications. The primary base of our business is catheter-based platforms capable of treating a broad range of vessel sizes and plaque types, including calcified plaque, which address many of the limitations associated with other treatment alternatives.

Peripheral

Our peripheral artery disease ("PAD") products are catheter-based platforms capable of treating a broad range of plaque types in leg arteries both above and below the knee, including calcified plaque, and address many of the limitations associated with other existing surgical, catheter and pharmacological treatment alternatives. The micro-invasive devices use small access sheaths that can provide procedural benefits, allow physicians to treat PAD patients in even the small and tortuous vessels located below the knee, and facilitate access through alternative sites in the ankle, foot and wrist, as well as in the groin.

The United States Food and Drug Administration ("FDA") has granted us 510(k) clearances for our Peripheral OAS as a therapy in patients with PAD. We refer to these products in this Form 10-K as the "Peripheral OAS." In addition to our Peripheral OAS, we also offer support products within the peripheral space. Peripheral sales in the United States during the fiscal year ended June 30, 2022 represented approximately 66% of revenue.

Coronary

Our coronary artery disease ("CAD") product, the Diamondback 360 Coronary OAS ("Coronary OAS"), is a catheter-based platform designed to facilitate stent delivery in patients with CAD who are acceptable candidates for percutaneous transluminal coronary angioplasty or stenting due to de novo, severely calcified coronary artery lesions. The Coronary OAS design is similar to technology used in our Peripheral OAS, customized specifically for the coronary application. In addition to the Coronary OAS, we also offer support products within the coronary space as we expand treatment to a broader patient population with complex coronary artery disease.

We have received premarket approval ("PMA") from the FDA to market the Coronary OAS as a treatment for severely calcified coronary arteries. Coronary sales in the United States during the fiscal year ended June 30, 2022 represented approximately 27% of revenue.

International

We serve a growing patient population globally through an expanding distribution and sales network. Sales of our approved products in Japan are made through our exclusive Japan distributor, Medikit Co., Ltd. ("Medikit"). Sales of our products in the rest of the world, which primarily includes certain countries in Southeast Asia, Europe, Latin America and the Middle East and Canada, are made through a network of distributors and sales agents.

International sales during the fiscal year ended June 30, 2022 represented approximately 7% of revenue.

Impact of COVID-19
Refer to Part I, Item 1 of this Form 10-K for a discussion of the impact of the COVID-19 pandemic on our business.

FINANCIAL OVERVIEW

Net Revenues. We derive substantially all of our revenues from the sale of the Peripheral OAS, the Coronary OAS and other products in the United States. The Peripheral OAS and the Coronary OAS each use a disposable, single-use, low-profile catheter that travels over our proprietary ViperWire guide wire. The OAS uses a saline infusion pump as a power supply for the operation of the catheter. Additional products include catheters, guidewires, balloons and other OAS support devices.

In the past, we have observed some degree of seasonality in our business, as there tends to be a lower number of procedures that use our products during the three months ending September 30. Interventional procedure volume usually grows throughout the course of the fiscal year, with the quarter ending June 30 representing the highest volume of cases and, therefore, the highest amount of revenue generated by us during the course of the fiscal year.

Cost of Goods Sold. We assemble the single-use catheter with components purchased from third-party suppliers, as well as with components manufactured in-house. Balloons, guidewires, embolic protection devices and certain catheters are purchased from third-party suppliers. Our cost of goods sold consists primarily of raw materials, direct labor, manufacturing overhead, and purchased finished goods.

Selling, General and Administrative Expenses. Selling, general and administrative expenses include compensation for executive, sales, marketing, finance, information technology, human resources and administrative personnel, including stock-based compensation and facilities overhead. Other significant expenses include insurance, information technology, marketing costs, professional fees and professional education.

Research and Development Expenses. Research and development expenses include costs associated with the design, development, testing, enhancement and regulatory approval of our products. Research and development expenses include employee compensation (including stock-based compensation), supplies and materials, consulting expenses, patent expenses, write-offs of capitalized patent costs, travel and facilities overhead. We also incur significant expenses to operate clinical trials, including trial design, third-party fees, clinical site reimbursement, data management and travel expenses. Research and development expenses are expensed as incurred. Costs of in process research and development ("IPR&D") projects acquired as part of an asset acquisition that have no alternative future use are expensed when incurred.

Other (Income) and Expense, Net. Other (income) and expense, net primarily includes interest expense from amounts owed under the lease of our headquarters facility, interest income from money market funds and other investments in marketable securities, and unrealized gains on strategic investments.

Net Operating Loss Carryforwards. We have established valuation allowances to fully offset our deferred tax assets due to the uncertainty about our ability to generate the future taxable income necessary to realize these deferred assets, particularly in light of our historical losses. The future use of net operating loss carryforwards is dependent on us attaining profitable operations and will be limited in any one year under Internal Revenue Code Section 382 due to significant ownership changes (as defined in Section 382) resulting from our equity financings. At June 30, 2022, we had net operating loss carryforwards for federal and state income tax reporting purposes of approximately $328.0 million. Those resulting from losses incurred prior to fiscal 2019 will expire at various dates through fiscal 2037, while those resulting from losses incurred subsequent to fiscal 2019 are eligible to be carried forward indefinitely.

CRITICAL ACCOUNTING POLICIES AND SIGNIFICANT JUDGMENTS AND ESTIMATES

Our management's discussion and analysis of our financial condition and results of operations is based on our consolidated financial statements, which have been prepared in accordance with accounting principles generally accepted in the United States. The preparation of our consolidated financial statements requires us to make estimates, assumptions and judgments that affect amounts reported in those statements. Our estimates, assumptions and judgments, including those related to revenue recognition, deferred revenue, stock-based compensation and legal proceedings are updated as appropriate at least quarterly. We use authoritative pronouncements, our technical accounting knowledge, cumulative business experience, valuation specialists, judgment and other factors in the selection and application of our accounting policies. While we believe that the estimates, assumptions and judgments that we use in preparing our consolidated financial statements are appropriate, these estimates, assumptions and judgments are subject to factors and uncertainties regarding their outcome. For example, we have been impacted by the outbreak of COVID-19. The full extent to which the COVID-19 pandemic will directly or indirectly impact our business, results of operations and financial condition, including sales, expenses, reserves and allowances, manufacturing, clinical trials, research and development costs and employee-related amounts, will depend on future developments that are highly uncertain, including as a result of new information that may emerge concerning COVID-19 and

the actions taken to contain or treat COVID-19, as well as the economic impact on our customers and markets. We have made estimates of the impact of COVID-19 within our consolidated financial statements and there may be changes to those estimates in future periods. Therefore, actual results may materially differ from these estimates.

Some of our significant accounting policies require us to make subjective or complex judgments or estimates. An accounting estimate is considered to be critical if it meets both of the following criteria: (1) the estimate requires assumptions about matters that are highly uncertain at the time the accounting estimate is made, and (2) different estimates that reasonably could have been used, or changes in the estimate that are reasonably likely to occur from period to period, would have a material impact on the presentation of our financial condition, results of operations, or cash flows.

Revenue Recognition. We sell our peripheral and coronary products to customers through a direct sales force in the United States and through distributors and sales agents internationally. We have no material concentration of credit risk or significant payment terms extended to customers for periods in excess of one year and, therefore, we do not adjust the promised amount of consideration for the effects of a significant financing component. Sales, use, value-added, and other excise taxes are not recognized in revenue. We have elected to present revenue net of sales taxes and other similar taxes.

Performance Obligations

The majority of our revenues are from customer arrangements containing a single performance obligation to transfer control of peripheral and coronary products, and thus revenue is recognized at a point in time when control is transferred to customers. This generally occurs upon shipment or upon delivery to the customer site, based on the contract terms. Shipping and handling activities are considered to be fulfillment activities and are not considered to be a separate performance obligation. We do not assess whether promised goods or services are performance obligations if they are immaterial in the context of the contract with the customer and we do not disclose the value of unsatisfied performance obligations for contracts with an original expected length of one year or less.

Significant Judgments

We have an exclusive distribution agreement with Medikit to sell our Coronary and Peripheral OAS in Japan. To secure exclusive distribution rights, Medikit made an upfront payment of $10.0 million, which is partially refundable based on the occurrence of certain events during the term of the agreement. The payment is classified as current or long-term based on its expectation of when revenue will be recognized and this expectation is re-evaluated on a quarterly basis.

Revenue is recognized at the transaction price to which we expect to be entitled. We offer customers certain volume-based rebates, discounts, and incentives. Estimates of variable consideration from these items are taken into account using the most-likely amount method based on contractual provisions, our historical experience, and forecasted customer buying patterns. These items are recognized as a reduction to revenue in the period the revenue is recognized and recorded as a liability.

Return and warranty obligations vary by the specific terms of agreements with customers. We generally do not provide customers with a right of return. We have a limited warranty provision for goods that are nonconforming or defective at the time of shipment, which is estimated based on historical experience.

Contract Costs

Commissions are earned by our direct sales force based on booked orders. We apply the practical expedient and recognize commissions as an expense when incurred because the amortization period of the asset that we would have otherwise recognized is one year or less.

Stock-Based Compensation. We have stock-based compensation plans that include nonvested share awards and stock options and an employee stock purchase plan. We determine the fair value of nonvested share awards with market conditions using the Monte Carlo simulation. Fair value of nonvested share awards that vest based upon performance or time conditions is determined by the closing market price of our stock on the date of grant. Stock-based compensation expense is recognized ratably over the requisite service period for the awards expected to vest. Fair value of shares purchased under the employee stock purchase plan is estimated on the grant date, which is the first date in the six-month purchase period. Stock-compensation expense is recognized over the purchase period based on the anticipated amount of shares to be purchased. Management’s key assumptions are developed with input from independent third-party valuation specialists. During the years ended June 30, 2022, 2021 and 2020, we recorded stock-based compensation expense of $17.8 million, $16.2 million, and $13.6 million, respectively.

Legal Proceedings. In accordance with Financial Accounting Standards Board ("FASB") guidance, we record a liability in our consolidated financial statements related to legal proceedings when a loss is known or considered probable and the amount can be reasonably estimated. If the reasonable estimate of a known or probable loss is a range, and no amount within the range is a better estimate than any other, the minimum amount of the range is accrued. If a loss is reasonably possible, but not known or probable, and can be reasonably estimated, the estimated loss or range of loss is disclosed in the notes to the consolidated financial statements. In most cases, significant judgment is required to estimate the amount and timing of a loss to be recorded.

RESULTS OF OPERATIONS

The following table sets forth, for the periods indicated, our results of operations expressed as dollar amounts (in thousands), and, for certain line items, the changes between the specified periods:

Comparison of Fiscal Year Ended June 30, 2022 with Fiscal Year Ended June 30, 2021

	Year Ended June 30,			
	2022	2021	Change	Percent Change
Net revenues	$ 236,222	$ 258,973	$ (22,751)	(8.8)%
Cost of goods sold	63,440	61,131	2,309	3.8
Gross profit	172,782	197,842	(25,060)	(12.7)
Gross margin	73.1 %	76.4 %	(3.3)%	(4.3)
Expenses:				
Selling, general and administrative	170,526	167,498	3,028	1.8
Research and development	36,720	41,061	(4,341)	(10.6)
Amortization of intangible assets	1,342	1,216	126	10.4
Total expenses	208,588	209,775	(1,187)	(0.6)
Loss from operations	(35,806)	(11,933)	(23,873)	200.1
Other (income) and expense, net	817	1,236	(419)	(33.9)
Loss before income taxes	(36,623)	(13,169)	(23,454)	178.1
Provision for income taxes	310	252	58	23.0
Net loss	$ (36,933)	$ (13,421)	$ (23,512)	175.2

Net Revenues. Net revenues decreased by $22.8 million, or 8.8%, from $259.0 million for the year ended June 30, 2021 to $236.2 million for the year ended June 30, 2022. U.S. peripheral revenues decreased $21.3 million, or 12.0%, and U.S. coronary revenues decreased $6.5 million, or 9.2%. Both therapies were adversely affected by the impact of the Delta and Omicron variants of the SARS-CoV-2 virus, especially within the hospital setting. Contributing factors to the decreased case volumes from the Delta and Omicron variants were disruptions of referral patterns, deferrals of elective procedures, staffing shortages and heightened summer seasonality in the quarter ended September 30, 2021. Our revenues have also been adversely affected by an increasingly competitive environment and reimbursement pressures in the office-based lab setting, as well as shortages of contrast dye experienced by some customers in the quarter ended June 30, 2022, which limited their ability to perform procedures using our products. Increased revenue from new product launches and increased customer adoption of interventional support products partially offset the revenue declines from decreased peripheral and coronary case volumes. International revenue was $16.4 million for the year ended June 30, 2022, compared with international revenue of $11.3 million for the year ended June 30, 2021. Although international sales were also impacted by the ongoing COVID-19 pandemic, increases in international sales were driven by Coronary OAS sales in Europe, a stronger recovery in Japan, and the commencement of sales into other territories.

Subject to the potential impact that the continuing COVID-19 pandemic may have, we expect to resume growing revenue, driven by increasing the number of physicians using the devices we sell; increasing the usage per physician; the use of new and improved products, such as the Scoreflex NC scoring balloon, JADE balloons and the ViperCross Microcatheters; generating additional clinical data; and continuing expansion into new geographies, partially offset by potential decreases in average selling prices. However, ongoing factors such as staffing and supply shortages and competitive and reimbursement pressures may continue to have an adverse impact.

Cost of Goods Sold. Cost of goods sold increased 3.8%, from $61.1 million for the year ended June 30, 2021 to $63.4 million for the year ended June 30, 2022. These amounts represent the cost of materials, labor and overhead for single-use catheters, guide wires, pumps, and other ancillary products. Gross margin decreased to 73.1% for the year ended June 30, 2022 from 76.4% for the year ended June 30, 2021. The increase in cost of goods sold and decrease in gross margin were primarily due to the $2.8 million reserve in the year ended June 30, 2022 related to the voluntary recall of the WIRION device, lower unit volumes, slight declines in our average selling prices, and increased sales of lower margin products. We expect that gross margin for the year ending June 30, 2023 will be similar to the year ended June 30, 2022, as we continue to expand into the OBL site of service, introduce new products with a lower margin profile, expand into international markets, and see slight declines in our average selling prices. Quarterly gross margin fluctuations could also occur based on production volumes, timing of new product introductions, sales mix, pricing changes, the impact of inflation, or other unanticipated circumstances. If the pandemic extends longer than we anticipate or we experience lingering factors previously described leading to depressed unit volumes, this would negatively impact gross margin in the form of higher unit costs.

Selling, General and Administrative Expenses. Selling, general, and administrative expenses increased by $3.0 million, or 1.8%, from $167.5 million for the year ended June 30, 2021 to $170.5 million for the year ended June 30, 2022. These increases were led by costs associated with new product introductions, international expansion, the resumption of travel-related expenditures due to increased live meetings and tradeshows, and annual salary increases for our employees. These increases were partially offset by reduced commission expenses due to lower sales in the current year period and a decrease in incentive compensation expense due to lower performance. Selling, general, and administrative expenses for the years ended June 30, 2022 and 2021 include $14.8 million and $13.4 million, respectively, for stock-based compensation. We expect our selling, general and administrative expenses to increase slightly as revenue grows in fiscal 2023, but at a rate less than the rate of revenue growth, which could be materially impacted by continuing effects of the pandemic and inflation.

Research and Development Expenses. Research and development expenses decreased by $4.3 million, or 10.6%, from $41.1 million for the year ended June 30, 2021 to $36.7 million for the year ended June 30, 2022. Research and development expenses relate to specific projects to develop new products or expand into new markets, such as the development of new versions of the Peripheral and Coronary OAS, shaft designs and crown designs, and expanded product offerings, including our percutaneous ventricular assist device, and to clinical trials. The decrease was primarily due to IPR&D charges incurred with our asset acquisition of a line of peripheral microcatheters in the year ended June 30, 2021. Research and development expenses for the years ended June 30, 2022 and 2021 include $2.4 million and $2.1 million, respectively, for stock-based compensation. We expect to incur a greater amount of research and development expenses in fiscal 2023 than was incurred for the year ended June 30, 2022, as we make further investments in expanding our product portfolio and commence clinical trial activity relating to new products. Fluctuations could occur based on the number of projects and studies, the timing of expenditures, further delays brought on by COVID-19, and the impact of inflation.

Please refer to Part II, Item 7 of our Annual Report on Form 10-K for the fiscal year ended June 30, 2021 for a comparative discussion of our financial results for the fiscal year ended June 30, 2021 as compared with the fiscal year ended June 30, 2020.

NON-GAAP FINANCIAL INFORMATION

To supplement our consolidated financial statements prepared in accordance with GAAP, our management uses a non-GAAP financial measure referred to as "Adjusted EBITDA." Reconciliations of this non-GAAP measure to the most comparable U.S. GAAP measure for the respective periods can be found in the following tables. In addition, an explanation of the manner in which our management uses this measure to conduct and evaluate our business, the economic substance behind our management's decision to use this measure, the substantive reasons why our management believes that this measure provides useful information to investors, the material limitations associated with the use of this measure and the manner in which our management compensates for those limitations is included following the reconciliation table.

	Year Ended June 30,	
	2022	2021
Net loss	$ (36,933)	$ (13,421)
Less: Other (income) and expense, net	817	1,236
Less: Provision for income taxes	310	252
Loss from operations	(35,806)	(11,933)
Add: Stock-based compensation	17,841	16,230
Add: Depreciation and amortization	5,029	4,312
Adjusted EBITDA	$ (12,936)	$ 8,609

Adjusted EBITDA decreased as compared to the prior year primarily due to a greater loss from operations in the current year.

Use and Economic Substance of Non-GAAP Financial Measures Used and Usefulness of Such Non-GAAP Financial Measures to Investors

We use Adjusted EBITDA as a supplemental measure of performance and believe this measure facilitates operating performance comparisons from period to period and company to company by factoring out potential differences caused by depreciation and amortization expense and stock-based compensation. Our management uses Adjusted EBITDA to analyze the underlying trends in our business, assess the performance of our core operations, establish operational goals and forecasts that are used to allocate resources and evaluate our performance period over period and in relation to our competitors' operating results. Additionally, our management is partially evaluated on the basis of Adjusted EBITDA when determining achievement of their incentive compensation performance targets. Management does not use this Adjusted EBITDA measure as a liquidity measure or in the calculation of our financial covenants under the revolving credit facility with Silicon Valley Bank.

We believe that presenting Adjusted EBITDA provides investors greater transparency to the information used by our management for its financial and operational decision-making and allows investors to see our results "through the eyes" of management. We also believe that providing this information better enables our investors to understand our operating performance and evaluate the methodology used by our management to evaluate and measure such performance.

The following is an explanation of each of the items that management excluded from Adjusted EBITDA and the reasons for excluding each of these individual items:

- *Stock-based compensation*. We exclude stock-based compensation expense from our non-GAAP financial measures primarily because such expense, while constituting an ongoing and recurring expense, is not an expense that requires cash settlement.

- *Depreciation and amortization expense*. We exclude depreciation and amortization expense from our non-GAAP financial measures primarily because such expenses, while constituting ongoing and recurring expenses, are not expenses that require cash settlement and are not used by our management to assess the core profitability of our business operations.

Our management also believes that excluding these above items from our non-GAAP results is useful to investors to understand our operational performance, liquidity and ability to make additional investments in our company.

Beginning with the quarter ended March 31, 2022, following correspondence from the staff of the U.S. Securities and Exchange Commission, we no longer exclude IPR&D charges incurred in connection with asset acquisitions from Adjusted EBITDA or any other reported non-GAAP financial measures. For purposes of comparability, we have revised the reconciliation table above for the year ended June 30, 2021 to reflect this approach.

Material Limitations Associated with the Use of Non-GAAP Financial Measures and Manner in which We Compensate for these Limitations

Non-GAAP financial measures have limitations as analytical tools and should not be considered in isolation or as a substitute for our financial results prepared in accordance with GAAP. Some of the limitations associated with our use of these non-GAAP financial measures are:

- Items such as stock-based compensation do not directly affect our cash flow position; however, such items reflect economic costs to us and are not reflected in our Adjusted EBITDA, and therefore these non-GAAP measures do not reflect the full economic effect of these items.
- Non-GAAP financial measures are not based on any comprehensive set of accounting rules or principles and therefore other companies may calculate similarly titled non-GAAP financial measures differently than we do, limiting the usefulness of those measures for comparative purposes.
- Our management exercises judgment in determining which types of charges or other items should be excluded from the non-GAAP financial measures we use. We compensate for these limitations by relying primarily upon our GAAP results and using non-GAAP financial measures only supplementally.

We provide detailed reconciliations of each non-GAAP measure to its most directly comparable GAAP measure. We encourage investors to review these reconciliations. We qualify our use of non-GAAP financial measures with cautionary statements as set forth above.

LIQUIDITY AND CAPITAL RESOURCES

We had cash and cash equivalents of $66.4 million and $71.1 million at June 30, 2022 and 2021, respectively. As of June 30, 2022, we had an accumulated deficit of $423.7 million. The decrease in cash and cash equivalents is primarily attributable to net loss, partially offset by maturities of short-term marketable securities.

A summary of our cash flow activities is as follows:

	Year Ended June 30,		
	2022	**2021**	**2020**
Net cash used in operating activities	$ (24,272)	$ (884)	$ (12,765)
Net cash provided by (used in) investing activities	22,161	(112,709)	(8,669)
Net cash (used in) provided by financing activities	(2,535)	(800)	132,660
Net change in cash and cash equivalents	$ (4,646)	$ (114,393)	$ 111,226

	As of June 30,		
	2022	**2021**	**2020**
Cash and marketable securities	$ 159,833	$ 207,038	$ 122,672

Changes in Liquidity

Operating Activities

Net cash used in operating activities was $24.3 million for the year ended June 30, 2022, primarily due to the net loss of $36.9 million, and $11.2 million relating to changes in working capital as a result of the ongoing impact from the COVID-19 pandemic in our business, partially offset by non-cash expenditures such as stock-based compensation.

Net cash used in operating activities was $0.9 million for the year ended June 30, 2021, primarily due to the net loss of $13.4 million, and $13.1 million relating to changes in working capital as a result of the recovery from the initial wave of the COVID-19 pandemic in our business, partially offset by non-cash expenditures such as stock-based compensation and the charges incurred in connection with our acquisition of peripheral microcatheters.

Investing Activities

Net cash provided by investing activities was $22.2 million for the year ended June 30, 2022, primarily due to maturities and sales of marketable securities exceeding marketable security purchases. These amounts were partially offset by additional payments related to strategic investments, capital expenditures and product acquisitions as we continue to grow our business.

Net cash used in investing activities was $112.7 million for the year ended June 30, 2021, primarily due to investing cash from our June 2020 equity offering into marketable securities. We also deployed cash into strategic investments, and capital expenditures as we continue to grow our business. These uses of cash were partially offset by maturities and sales of marketable securities.

Financing Activities

Net cash used in financing activities was $2.5 million for the year ended June 30, 2022, primarily due to the payment of payroll taxes on the employee vesting of stock awards, partially offset by proceeds from employee stock purchases.

Net cash used in financing activities was $0.8 million for the year ended June 30, 2021, primarily due to the payment of payroll taxes on the employee vesting of stock awards, partially offset by proceeds from employee stock purchases.

Our future liquidity and capital requirements will be influenced by numerous factors, including the extent and duration of future operating losses, the level and timing of future sales and expenditures, the results and scope of ongoing research and product development programs, working capital required to support our business operations, the receipt of and time required to obtain regulatory clearances and approvals, our sales and marketing programs, the continuing acceptance of our products in the marketplace, competing technologies, market and regulatory developments, ongoing facility requirements, potential strategic transactions (including the potential acquisition of, or investments in, businesses, technologies and products), international expansion, the existence, defense and resolution of legal proceedings, and the severity and duration of the COVID-19 pandemic. As discussed in Part I, Item 1 of this Form 10-K, the total impact of disruptions from COVID-19 has had a material impact on our financial condition and results of operations, but once the pandemic subsides we expect our U.S. business to improve. We will continue to closely monitor our liquidity and capital resources through the disruption caused by COVID-19 and will continue to evaluate our financial position to assess additional spending reductions and our liquidity needs. As of June 30, 2022, we believe our current cash, cash equivalents and marketable securities will be sufficient to fund working capital requirements, including open purchase commitments, capital expenditures and operations for the foreseeable future, including at least the next twelve months, as well as to fund payments under our lease agreements, payments under development agreements and future payments relating to our asset acquisition of the WIRION embolic protection system. If needed, we have the ability to borrow under our senior, secured revolving credit facility. We intend to retain any future earnings to support operations and to finance the growth and development of our business. We do not anticipate paying any dividends in the foreseeable future.

Revolving Credit Facility

In March 2017, we entered into a Loan and Security Agreement (the "Loan Agreement") with Silicon Valley Bank ("SVB"). In March 2020, we entered into the First Amendment to the Loan Agreement (the "Amendment"). The Amendment extended the maturity date of the Loan Agreement by two years, to March 31, 2022, and increased the maximum amount available under the senior, secured revolving credit facility (the "Revolver") to $50.0 million (the "Maximum Dollar Amount"). In March 2022, we entered into the Second Amendment to the Loan Agreement (the "Second Amendment"). The Second Amendment extended the maturity date of the Loan Agreement by one year, to March 31, 2023.

Advances under the Revolver may be made from time to time up to the Maximum Dollar Amount, subject to certain borrowing limitations. The Revolver bears interest at a floating per annum rate equal to the Wall Street Journal prime rate, less 0.75%. Interest on borrowings is due monthly and the principal balance is due at maturity. Upon the Revolver's maturity, any outstanding principal balance, unpaid accrued interest, and all other obligations under the Revolver will be due and payable. We will incur a fee equal to 1.5% of the Maximum Dollar Amount upon termination of the Loan Agreement, as amended (the "Amended Loan Agreement"), or the Revolver for any reason prior to the date that is fifteen days prior to the maturity date, unless refinanced with SVB.

Our obligations under the Amended Loan Agreement are secured by certain of our assets, including, among other things, accounts receivable, deposit accounts, inventory, equipment, general intangibles and records pertaining to the foregoing. The collateral does not include our intellectual property, but we agreed not to encumber our intellectual property without the consent of SVB. The Amended Loan Agreement contains customary covenants limiting our ability to, among other things, incur debt or

liens, make certain investments and loans, enter into transactions with affiliates, undergo certain fundamental changes, dispose of assets, or change the nature of our business. In addition, the Amended Loan Agreement contains financial covenants requiring us to maintain, at all times when any amounts are outstanding under the Revolver, either (i) minimum unrestricted cash at SVB and unused availability on the Revolver of at least $10.0 million or (ii) minimum trailing three-month Adjusted EBITDA (as defined in the Amended Loan Agreement) of $1.0 million. If we do not comply with the various covenants under the Amended Loan Agreement or an event of default under the Amended Loan Agreement occurs, such as a material adverse change, the interest rate on outstanding amounts will increase by 5% and SVB may, subject to various customary cure rights and the other terms and conditions of the Amended Loan Agreement, decline to provide additional advances under the Revolver, require the immediate payment of all amounts outstanding under the Revolver, and foreclose on all collateral.

We are required to pay a fee equal to 0.15% per annum on the unused portion of the Revolver, payable quarterly in arrears. We are not obligated to draw any funds under the Revolver and have not done so under the Revolver since entering into the Loan Agreement. No amounts were outstanding as of June 30, 2022, and we currently do not have plans to borrow under the Amended Loan Agreement.

INFLATION

We do not believe that inflation has had a material impact on our business and operating results during the periods presented.

RECENT ACCOUNTING PRONOUNCEMENTS

No recently issued accounting standards are expected to have a material impact on our consolidated results of operations or financial position.

PRIVATE SECURITIES LITIGATION REFORM ACT

The Private Securities Litigation Reform Act of 1995 provides a “safe harbor” for forward-looking statements. Such “forward-looking” information is included in this Form 10-K and in other materials filed or to be filed by us with the Securities and Exchange Commission (as well as information included in oral statements or other written statements made or to be made by the Company). Forward-looking statements include all statements based on future expectations. This Form 10-K contains forward-looking statements that involve risks and uncertainties, including, but not limited to, (i) our expectations regarding the impact of the COVID-19 pandemic on our operations; (ii) our expectation of continued sales of our products internationally, including the specific products to be sold, the territories in which such products will be sold, expansion of the territories in which such products will be sold, the timing of such sales, and whether such sales will be through distributors, sales agents or directly by us; (iii) our strategy; (iv) the acquisition of future products; (v) product development activities, plans and expectations; (vi) future product launches; (vii) seasonality in our business; (viii) our expectation that our revenue growth will resume; (ix) our expectation that we will incur selling, general and administrative expenses in fiscal 2023 that are slightly higher than the amounts incurred fiscal 2022, but at a rate less than the rate of revenue growth; (x) our expectation that gross margin in fiscal 2023 will be similar to the gross margin in fiscal 2022; (xi) our expectation that we will incur research and development expenses in fiscal 2023 that are higher than the amounts incurred in fiscal 2022; (xii) our belief that our current cash and cash equivalents will be sufficient to fund working capital requirements, capital expenditures and operations for the foreseeable future, as well as to fund certain other anticipated expenses; (xiii) our intention to retain any future earnings to support operations and to finance the growth and development of our business; (xiv) our dividend expectations; (xv) our plan not to borrow under our loan and security agreement; and (xvi) the anticipated impact of adoption of recent accounting pronouncements on our financial statements.

In some cases, you can identify forward-looking statements by the following words: “anticipate,” “believe,” “continue,” “could,” “estimate,” “expect,” “intend,” “may,” “ongoing,” “plan,” “potential,” “predict,” “project,” “should,” “will,” “would,” or the negative of these terms or other comparable terminology, although not all forward-looking statements contain these words. Forward-looking statements are only predictions and are not guarantees of performance. These statements are based on our management’s beliefs and assumptions, which in turn are based on their interpretation of currently available information.
These statements involve known and unknown risks, uncertainties and other factors that may cause our results or our industry’s actual results, levels of activity, performance or achievements to be materially different from the information expressed or implied by these forward-looking statements.

These factors include the ongoing COVID-19 pandemic and the impact and scope thereof on us, our distribution partners, the supply chain and physicians and facilities, including government actions related to the COVID-19 outbreak, material delays and cancellations of procedures, delayed spending by healthcare providers, and distributor and supply chain disruptions; regulatory developments, clearances and approvals; approval of our products for distribution outside of the United States; approval of products for reimbursement and the level of reimbursement in the U.S. and foreign countries; dependence on market growth;

agreements with third parties to sell their products; the ability of us and our distribution partners to successfully launch our products outside of the United States; our ability to maintain third-party supplier relationships and renew existing purchase agreements; our ability to maintain our relationships and agreements with distribution partners; the experience of physicians regarding the effectiveness and reliability of the products we sell; the reluctance of physicians, hospitals and other organizations to accept new products; the potential for unanticipated delays in enrolling medical centers and patients for clinical trials; actual clinical trial and study results; the impact of competitive products and pricing; our ability to comply with the financial covenants in our loan and security agreement and to make payments under and comply with the lease agreement for our corporate headquarters; unanticipated developments affecting our estimates regarding expenses, future revenues and capital requirements; the difficulty of successfully managing operating costs; our ability to manage our sales force strategy; actual research and development efforts and needs, including the timing of product development programs; successful collaboration on the development of new products; agreements with development partners, advisors and other third parties; the ability of us and these third parties to meet developmental, contractual and other milestones; contractual rights and obligations; technical challenges; our ability to obtain and maintain intellectual property protection for product candidates; fluctuations in results and expenses based on new product introductions, sales mix, unanticipated warranty claims, and the timing of project expenditures; our ability to manage costs; our actual financial resources and our ability to obtain additional financing; investigations or litigation threatened or initiated against us; court rulings and future actions by the FDA and other regulatory bodies; international trade developments; the effects of hurricanes, flooding, and other natural disasters on our business; the impact of federal corporate tax reform on our business, operations and financial statements; shutdowns of the U.S. federal government; the potential impact of any future strategic transactions; and general economic conditions.

These and additional risks and uncertainties are described more fully in Part I, Item 1A of this Form 10-K under “Risk Factors.”

You should read these risk factors and the other cautionary statements made in this Form 10-K as being applicable to all related forward-looking statements wherever they appear in this Form 10-K. We cannot assure you that the forward looking statements in this Form 10-K will prove to be accurate. Furthermore, if our forward-looking statements prove to be inaccurate, the inaccuracy may be material. You should read this Form 10-K completely. Other than as required by law, we undertake no obligation to update these forward-looking statements, even though our situation may change in the future.

Item 7A. ***Quantitative and Qualitative Disclosures About Market Risk.***

The primary objective of our investment activities is to preserve our capital for the purpose of funding operations while at the same time maximizing the income we receive from our investments without significantly increasing risk or availability. To achieve these objectives, our investment policy allows us to maintain a portfolio of cash equivalents and investments in a variety of marketable securities, including money market funds, U.S. government securities, certain bank obligations and highly rated corporate bonds, asset-backed securities and municipal obligations.

Our cash and cash equivalents as of June 30, 2022 include liquid money market accounts. Additionally, we have certain available-for-sale debt securities. See Notes 1 and 7 to our Consolidated Financial Statements included in Part II, Item 8 of this Form 10-K for additional information on these available-for-sale debt securities. Due to the short-term nature of these investments, we believe that there is no material exposure to interest rate risk.

Item 8. ***Financial Statements and Supplementary Data.***

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Report of Independent Registered Public Accounting Firm

To the Board of Directors and Shareholders of Cardiovascular Systems, Inc.

Opinions on the Financial Statements and Internal Control over Financial Reporting

We have audited the accompanying consolidated balance sheets of Cardiovascular Systems, Inc. and its subsidiaries (the "Company") as of June 30, 2022 and June 30, 2021, and the related consolidated statements of operations, of comprehensive income, of changes in stockholders' equity and of cash flows for each of the three years in the period ended June 30, 2022, including the related notes (collectively referred to as the "consolidated financial statements"). We also have audited the Company's internal control over financial reporting as of June 30, 2022, based on criteria established in *Internal Control - Integrated Framework* (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Company as of June 30, 2022 and June 30, 2021, and the results of its operations and its cash flows for each of the three years in the period ended June 30, 2022 in conformity with accounting principles generally accepted in the United States of America. Also in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of June 30, 2022, based on criteria established in *Internal Control - Integrated Framework* (2013) issued by the COSO.

Basis for Opinions

The Company's management is responsible for these consolidated financial statements, for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting, included in Management's Annual Report on Internal Control over Financial Reporting appearing under Item 9A. Our responsibility is to express opinions on the Company's consolidated financial statements and on the Company's internal control over financial reporting based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud, and whether effective internal control over financial reporting was maintained in all material respects.

Our audits of the consolidated financial statements included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

Definition and Limitations of Internal Control over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Critical Audit Matters

The critical audit matter communicated below is a matter arising from the current period audit of the consolidated financial statements that was communicated or required to be communicated to the audit committee and that (i) relates to accounts or disclosures that are material to the consolidated financial statements and (ii) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

Performance-Based Restricted Stock Awards with Market Conditions
As described in Notes 1 and 8 to the consolidated financial statements, the Company granted performance-based restricted stock awards with market conditions that vest based on the Company's total shareholder return relative to total shareholder return of a peer group, as measured by the closing prices of the stock of the Company and its peer group for the period as defined in the award agreement, which resulted in the Company recognizing stock-based compensation expense of $5.0 million for the year ended June 30, 2022. With the assistance of a specialist, management determined the fair value of the performance-based restricted stock awards with market conditions using the Monte Carlo simulation model.

The principal considerations for our determination that performing procedures relating to performance-based restricted stock awards with market conditions is a critical audit matter are the significant judgment by management, including the use of a specialist, to determine the fair value of these stock awards using the Monte Carlo simulation model, which in turn led to a high degree of auditor subjectivity and judgment to evaluate the audit evidence obtained related to the valuation of the stock awards; and the audit effort involved the use of professionals with specialized skill and knowledge.

Addressing the matter involved performing procedures and evaluating audit evidence in connection with forming our overall opinion on the consolidated financial statements. These procedures included testing the effectiveness of controls relating to the valuation of the performance-based restricted stock awards with market conditions, including management's method and data. These procedures also included, among others, developing an independent estimate of the fair value of the performance-based restricted stock awards with market conditions and comparing to management's estimate to evaluate the reasonableness of the estimate. The independent estimate was calculated by (i) developing an independent Monte Carlo simulation model of the Company's expected total shareholder return relative to total shareholder return of a peer group as defined in the award agreement and (ii) testing the completeness and accuracy of historical stock prices and volatilities of the Company and the peer group data used in the Monte Carlo simulation model by utilizing data obtained from an independent third-party source. Professionals with specialized skill and knowledge were used to assist in developing the independent Monte Carlo simulation model and evaluating the audit evidence.

/s/ PricewaterhouseCoopers LLP
Minneapolis, Minnesota
August 18, 2022

We have served as the Company's auditor since at least 2003, which includes periods before the Company became subject to SEC reporting requirements.

Cardiovascular Systems, Inc.

Consolidated Balance Sheets
(Dollars in thousands, except per share and share amounts)

	June 30, 2022	June 30, 2021
ASSETS		
Current assets		
Cash and cash equivalents	$ 66,424	$ 71,070
Marketable securities	93,409	135,968
Accounts receivable, net	39,678	40,033
Inventories	34,567	32,313
Prepaid expenses and other current assets	7,768	5,285
Total current assets	241,846	284,669
Property and equipment, net	29,035	28,894
Intangible assets, net	15,734	15,376
Strategic investments	33,425	20,657
Other assets	2,637	2,971
Total assets	$ 322,677	$ 352,567
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities		
Accounts payable	$ 14,383	$ 14,061
Accrued expenses	23,464	38,189
Deferred revenue	2,107	2,400
Total current liabilities	39,954	54,650
Long-term liabilities		
Financing obligation	20,298	20,596
Deferred revenue	—	2,194
Other liabilities	12,945	4,169
Total liabilities	73,197	81,609
Commitments and contingencies		
Common stock, $0.001 par value; authorized 100,000,000 common shares; issued and outstanding 40,965,202 at June 30, 2022 and 40,215,554 at June 30, 2021	40	39
Additional paid in capital	673,388	652,288
Accumulated other comprehensive income	(268)	11
Accumulated deficit	(423,680)	(381,380)
Total stockholders' equity	249,480	270,958
Total liabilities and stockholders' equity	$ 322,677	$ 352,567

The accompanying notes are an integral part of these consolidated financial statements.

Cardiovascular Systems, Inc.

Consolidated Statements of Operations
(Dollars in thousands, except per share and share amounts)

	Year Ended June 30,		
	2022	**2021**	**2020**
Net revenues	$ 236,222	$ 258,973	$ 236,545
Cost of goods sold	63,440	61,131	48,759
Gross profit	172,782	197,842	187,786
Expenses:			
Selling, general and administrative	170,526	167,498	169,969
Research and development	36,720	41,061	43,355
Amortization of intangible assets	1,342	1,216	1,234
Total expenses	208,588	209,775	214,558
Loss from operations	(35,806)	(11,933)	(26,772)
Other (income) expense, net:			
Interest expense	1,634	1,735	1,973
Interest income and other, net	(817)	(499)	(1,740)
Total other (income) expense	817	1,236	233
Loss before income taxes	(36,623)	(13,169)	(27,005)
Provision for income taxes	310	252	231
Net loss	$ (36,933)	$ (13,421)	$ (27,236)
Basic & diluted earnings per share	$ (0.94)	$ (0.35)	$ (0.79)
Basic & diluted weighted average shares outstanding	39,229,734	38,832,002	34,275,957

The accompanying notes are an integral part of these consolidated financial statements.

Cardiovascular Systems, Inc.

Consolidated Statements of Comprehensive Income
(Dollars in thousands, except per share and share amounts)

	Year Ended June 30,		
	2022	**2021**	**2020**
Net loss	$ (36,933)	$ (13,421)	$ (27,236)
Other comprehensive (loss) income:			
Unrealized (loss) gain on available-for-sale securities	(279)	(258)	191
Adjustment for net gain realized and included in interest income and other, net	—	—	—
Total change in unrealized (loss) gain on available for sale securities	(279)	(258)	191
Comprehensive loss	$ (37,212)	$ (13,679)	$ (27,045)

The accompanying notes are an integral part of these consolidated financial statements.

Cardiovascular Systems, Inc.

Consolidated Statements of Changes in Stockholders' Equity
(Dollars in thousands, except per share and share amounts)

	Common Stock	Additional Paid In Capital	Accumulated Other Comprehensive Income	Accumulated Deficit	Total
Balances at June 30, 2019	$ 34	$ 477,368	$ 78	$ (329,536)	$ 147,944
Proceeds from offering of common stock	5	134,974	—	—	134,979
Stock-based compensation related to restricted stock awards, net	—	12,677	—	—	12,677
Shares withheld for payroll taxes	—	—	—	(6,303)	(6,303)
Employee stock purchase plan activity	—	5,194	—	—	5,194
Unrealized gain on available-for-sale debt securities	—	—	191	—	191
Stock issued for acquisitions	—	1,346	—	—	1,346
Net loss	—	—	—	(27,236)	(27,236)
Balances at June 30, 2020	$ 39	$ 631,559	$ 269	$ (363,075)	$ 268,792
Stock-based compensation related to restricted stock awards, net	—	15,080	—	—	15,080
Shares withheld for payroll taxes	—	—	—	(4,884)	(4,884)
Employee stock purchase plan activity	—	5,649	—	—	5,649
Unrealized loss on available-for-sale debt securities	—	—	(258)	—	(258)
Net loss	—	—	—	(13,421)	(13,421)
Balances at June 30, 2021	$ 39	$ 652,288	$ 11	$ (381,380)	$ 270,958
Stock-based compensation related to restricted stock awards, net	1	16,296	—	—	16,297
Shares withheld for payroll taxes	—	—	—	(5,367)	(5,367)
Exercise of stock options at $38.13 per share	—	12	—	—	12
Employee stock purchase plan activity	—	4,792	—	—	4,792
Unrealized loss on available-for-sale debt securities	—	—	(279)	—	(279)
Net loss	—	—	—	(36,933)	(36,933)
Balances at June 30, 2022	$ 40	$ 673,388	$ (268)	$ (423,680)	$ 249,480

The accompanying notes are an integral part of these consolidated financial statements.

Cardiovascular Systems, Inc.

Consolidated Statements of Cash Flows
(Dollars in thousands)

	Year Ended June 30,		
	2022	**2021**	**2020**
Cash flows from operating activities			
Net loss	$ (36,933)	$ (13,421)	$ (27,236)
Adjustments to reconcile net loss to net cash used in operating activities			
Depreciation of property and equipment	3,687	3,096	2,945
Amortization of intangible assets	1,342	1,216	1,234
Charges incurred in connection with acquired IPR&D	—	3,353	—
Provision for doubtful accounts	150	—	1,300
Write-off of patent costs	—	—	4,206
Stock-based compensation	17,841	16,230	13,612
Amortization of premium (accretion of discount) on marketable securities	1,240	1,432	(109)
Other	(391)	268	170
Changes in assets and liabilities			
Accounts receivable	205	(14,821)	9,503
Inventories	(2,254)	(4,607)	(9,648)
Prepaid expenses and other assets	(1,271)	(1,962)	1,319
Accounts payable	677	2,073	576
Accrued expenses and other liabilities	(6,078)	8,239	(8,906)
Deferred revenue	(2,487)	(1,980)	(1,731)
Net cash used in operating activities	(24,272)	(884)	(12,765)
Cash flows from investing activities			
Expenditures for property and equipment	(4,220)	(3,954)	(3,369)
Acquisitions	(1,700)	(3,353)	(5,741)
Purchases of long-term investments	(12,340)	(14,404)	(750)
Purchases of marketable securities	(111,983)	(199,138)	(38,782)
Sales of marketable securities	15,792	6,885	7,290
Maturities of marketable securities	136,612	101,255	33,400
Costs incurred in connection with patents	—	—	(717)
Net cash provided by (used in) investing activities	22,161	(112,709)	(8,669)
Cash flows from financing activities			
Proceeds from the employee stock purchase plan	3,042	4,238	4,076
Payment of employee taxes related to vested restricted stock	(5,367)	(4,884)	(6,303)
Exercise of stock options	12	—	—
Net proceeds from offering of common stock	—	—	134,979
Principal payments made on financing obligation	(222)	(154)	(92)
Net cash (used in) provided by financing activities	(2,535)	(800)	132,660
Net change in cash and cash equivalents	(4,646)	(114,393)	111,226
Cash and cash equivalents			
Beginning of period	71,070	185,463	74,237
End of period	$ 66,424	$ 71,070	$ 185,463
Supplemental cash flow information			
Interest paid	$ 1,634	$ 1,649	$ 1,659

The accompanying notes are an integral part of these consolidated financial statements.

CARDIOVASCULAR SYSTEMS, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(dollars in thousands, except per share and share amounts)

1. Summary of Significant Accounting Policies

Company Description

Cardiovascular Systems, Inc. (the "Company"), based in St. Paul, Minn., is a medical technology company focused on developing and commercializing innovative solutions for treating vascular and coronary disease. The Company's Orbital Atherectomy Systems ("OAS") treat calcified and fibrotic plaque in arterial vessels throughout the leg and heart in a few minutes of treatment time, and address many of the limitations associated with existing surgical, catheter and pharmacological treatment alternatives.

Principles of Consolidation

The consolidated balance sheets and statements of operations, comprehensive income, changes in stockholders' equity, and cash flows include the accounts of the Company and its wholly-owned subsidiary, after elimination of all intercompany transactions and accounts.

Use of Estimates

The preparation of the Company's consolidated financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. The Company has been impacted by the outbreak of COVID-19. The full extent to which the COVID-19 pandemic will directly or indirectly impact the Company's business, results of operations and financial condition, including sales, expenses, reserves and allowances, manufacturing, clinical trials, research and development costs and employee-related amounts, will depend on future developments that are highly uncertain, including as a result of new information that may emerge concerning COVID-19 and the actions taken to contain or treat COVID-19, as well as the economic impact on the Company's customers and markets. The Company has made estimates of the impact of COVID-19 within these consolidated financial statements and there may be changes to those estimates in future periods. Actual results could differ from those estimates.

Cash and Cash Equivalents

The Company considers all money market funds and other investments purchased with an original maturity of three months or less to be cash and cash equivalents.

Marketable Securities

The Company's marketable securities consist predominately of available-for-sale debt securities and were valued in accordance with the fair value measurement guidance. Available-for-sale debt securities are carried at fair value with unrealized gains and losses reported as a component of stockholders' equity as accumulated other comprehensive income, net of tax. Realized gains and losses, if any, are calculated on the specific identification method and are included in interest and other, net in the consolidated statements of operations. Equity securities with readily determinable fair values are carried at fair value with any unrealized gains or losses reported in earnings.

Available-for-sale debt securities are reviewed for possible impairment at least quarterly, or more frequently if circumstances arise that may indicate impairment. When the fair value of the securities declines below the amortized cost basis, impairment is indicated and it must be determined whether it is other than temporary. Impairment is considered to be other than temporary if the Company: (i) intends to sell the security, (ii) will more likely than not be forced to sell the security before recovering its cost, or (iii) does not expect to recover the security's amortized cost basis. If the decline in fair value is considered other than temporary, the cost basis of the security is adjusted to its fair market value and the realized loss is reported in earnings. Subsequent increases or decreases in fair value are reported in equity as accumulated other comprehensive income.

Accounts Receivable and Allowance for Doubtful Accounts

Trade accounts receivable are recorded at the invoiced amount and do not bear interest. Customer credit terms are established prior to shipment with the general standard being net 30 days. Collateral or any other security to support payment of these receivables generally is not required. The Company maintains an allowance for doubtful accounts, which is an estimate regularly evaluated by the Company for adequacy by taking into consideration factors such as past experience, credit quality of the customer base, age of the receivable balances, both individually and in the aggregate, and current economic conditions that may affect a customer's ability to pay. Provisions for the allowance for doubtful accounts attributed to bad debt are recorded in general and administrative expenses.

The following table shows the allowance for doubtful accounts activity:

	Amount
Balance at June 30, 2019	$ 613
Provision for doubtful accounts	1,300
Write-offs	(154)
Balance at June 30, 2020	1,759
Provision for doubtful accounts	—
Write-offs	(158)
Balance at June 30, 2021	1,601
Provision for doubtful accounts	150
Write-offs	(455)
Balance at June 30, 2022	$ 1,296

Inventories

Inventories are stated at the lower of cost or net realizable value, with cost determined on a first-in, first-out method of valuation. The establishment of inventory allowances for excess and obsolete inventories is based on estimated exposure on specific inventory items. The Company writes down its inventories as it becomes aware of any situation where the carrying amount exceeds the estimated realizable value based on assumptions about future demands and market conditions.

Property and Equipment

Property and equipment is carried at cost, less accumulated depreciation and amortization. Depreciation is computed using the straight-line method over estimated useful lives of 40 years for the building; five years to seven years for production equipment and furniture and fixtures; three years to five years for computer equipment and software; and the shorter of their estimated useful lives or the lease term for leasehold improvements. Expenditures for maintenance and repairs and minor renewals and betterments that do not extend or improve the life of the respective assets are expensed as incurred. All other expenditures for renewals and betterments are capitalized. The assets and related depreciation accounts are adjusted for property retirements and disposals with the resulting gains or losses included in the consolidated statement of operations.

Long-Lived Assets

The Company regularly evaluates the carrying value of long-lived assets for events or changes in circumstances that indicate that the carrying amount may not be recoverable or that the remaining estimated useful life should be changed. An impairment loss is recognized when the carrying amount of an asset exceeds the anticipated future undiscounted cash flows expected to result from the use of the asset and its eventual disposition. The amount of the impairment loss to be recorded, if any, is calculated by the excess of the asset's carrying value over its fair value.

Non-Marketable Equity Investments

The Company holds equity investments that do not have readily determined fair values. The Company has elected to measure these investments at cost minus impairment, plus or minus changes resulting from observable price changes in orderly transactions for the identical or a similar investment of the same issuer. Impairment is reviewed each reporting period by performing a qualitative assessment considering impairment indicators to evaluate whether the investment is impaired. These investments are recorded within strategic investments on the consolidated balance sheet.

Leases

Operating lease right-of-use assets and liabilities are recognized based on the present value of future minimum lease payments over the lease term at commencement dates. The Company considers fixed or variable payment terms, prepayments, incentives, and options to extend, terminate or purchase. Renewal, termination or purchase options affect the lease term used for determining lease asset value only if the option is reasonably certain to be exercised. The Company uses its incremental borrowing rate based on information available at the lease commencement date in determining the present value of lease payments unless the lease provides an implicit interest rate.

The Company leases its Texas manufacturing facility under an operating lease agreement that expires in April 2026. The Company also leases office equipment under lease agreements that expire at various dates through December 2026.

Financing Obligation

In March 2017, the Company entered into an agreement to lease its Minnesota headquarters facility. The lease agreement has an initial term of 15 years, with four consecutive renewal options of five years each at the Company's option. As the lease terms resulted in a capital lease classification, the Company accounted for the sale and leaseback of this facility as a financing transaction where the assets remain on the Company's balance sheet and a financing obligation was recorded for $20,944. As lease payments are made, they will be allocated between interest expense and a reduction of the financing obligation, resulting in a value of the financing obligation that is equivalent to the net book value of the assets at the end of the lease term. At the end of the lease (including any renewal option terms), the Company will remove the assets and financing obligation from its balance sheet. This transaction did not qualify for sale leaseback accounting upon adoption of ASC 842 and continues to be accounted for as a financing obligation.

Revenue Recognition

The Company sells its peripheral and coronary products to customers through a direct sales force in the United States and through distributors internationally and has no material concentration of credit risk or significant payment terms extended to customers for periods in excess of one year and, therefore, the Company does not adjust the promised amount of consideration for the effects of a significant financing component. Sales, use, value-added, and other excise taxes are not recognized in revenue. The Company has elected to present revenue net of sales taxes and other similar taxes.

Performance Obligations

The majority of the Company's revenues are from customer arrangements containing a single performance obligation to transfer control of peripheral and coronary products, and thus revenue is recognized at a point in time when control is transferred to customers. This generally occurs upon shipment or upon delivery to the customer site, based on the contract terms. Shipping and handling activities are considered to be fulfillment activities and are not considered to be a separate performance obligation. The Company does not assess whether promised goods or services are performance obligations if they are immaterial in the context of the contract with the customer. The Company does not disclose the value of unsatisfied performance obligations for contracts with an original expected length of one year or less. The Company did not recognize any material revenue in the current reporting period for performance obligations that were fully satisfied in previous periods.

Significant Judgments

The Company has an exclusive distribution agreement with Medikit to sell the Company's coronary and peripheral OAS in Japan. To secure exclusive distribution rights, Medikit made an upfront payment of $10,000 to the Company, which is partially refundable based on the occurrence of certain events during the term of the agreement. The Company has classified the payment as current or long-term based on its expectation of when revenue will be recognized and this expectation is re-evaluated on a quarterly basis. Medikit also provides advance payments for orders under the terms of the agreement, and, therefore, deferred revenue is recorded until products are accepted by Medikit.

Revenue is recognized at the transaction price to which the Company expects to be entitled. The Company offers customers certain volume-based rebates, discounts, and incentives. Estimates of variable consideration from these items are taken into account using the most-likely amount method based on contractual provisions, the Company's historical experience, and forecasted customer buying patterns. These items are recognized as a reduction to revenue in the period the revenue is recognized and recorded as a liability.

Return and warranty obligations vary by the specific terms of agreements with customers. The Company generally does not provide customers with a right of return. The Company has a limited warranty provision for goods that are nonconforming or defective at the time of shipment, which is estimated based on historical experience.

Contract Costs

Commissions are earned by the Company's direct sales force based on sales of the Company's OAS and other products. The Company applies the practical expedient and recognizes commissions as an expense when incurred because the amortization period of the asset that the Company would have otherwise recognized is one year or less.

Warranty Costs

The Company provides its customers with the right to receive a replacement if a product is determined to be defective at the time of shipment. Warranty reserve provisions are estimated based on Company experience, volume, and expected warranty claims. During the year ended June 30, 2021, the Company announced a program to upgrade customer saline pumps that will be reaching end of service over the coming 24-36 months and recorded a charge of $2,997. As of June 30, 2022 and June 30, 2021, $624 and $966, respectively, was recorded in accrued expenses and $755 and $1,804, respectively, was recorded in other liabilities on the Company's consolidated balance sheet.

	Amount
Balance at June 30, 2020	$ 109
Provision	557
Pump upgrade program	2,632
Claims	(528)
Balance at June 30, 2021	2,770
Provision	625
Pump upgrade program	(1,321)
Claims	(695)
Balance at June 30, 2022	$ 1,379

Litigation and Contingent Liabilities

The Company and its operations from time to time are, and in the future may be, parties to or targets of lawsuits, claims, investigations, and proceedings, which are handled and defended in the ordinary course of business. The Company accrues a liability for such matters when it is probable that a liability has been incurred and the amount can be reasonably estimated. When a single amount cannot be reasonably estimated but the cost can be estimated within a range, the Company accrues an amount based on management's best estimate considering all facts and circumstances. The Company expenses legal costs, including those expected to be incurred in connection with a loss contingency, as incurred.

Income Taxes

Deferred income taxes are recorded to reflect the tax consequences in future years of differences between the tax bases of assets and liabilities and their financial reporting amounts based on enacted tax rates applicable to the periods in which the differences are expected to affect taxable income. Valuation allowances are established when necessary to reduce deferred tax assets to the amount expected to be realized.

Developing a provision for income taxes, including the effective tax rate and the analysis of potential tax exposure items, if any, requires significant judgment and expertise in federal and state income tax laws, regulations and strategies, including the determination of deferred tax assets. The Company's judgment and tax strategies are subject to audit by various taxing authorities.

Accounting guidance requires that accounting for uncertainty in income taxes is recognized in the financial statements. The guidance provides that a tax benefit from an uncertain tax position may be recognized when it is more likely than not that the position will be sustained upon examination, including resolutions of any related appeals or litigation processes, based on the technical merits of the position. Income tax positions must meet a more-likely-than-not recognition threshold to be recognized. The guidance also provides rules on measurement, derecognition, classification, interest and penalties, accounting in interim periods, disclosure and transition.

Research and Development Expenses

Research and development expenses include costs associated with the design, development, testing, enhancement and regulatory approval of the Company's products. Research and development expenses include employee compensation (including stock-based compensation), supplies and materials, consulting expenses, patent expenses, write-offs of capitalized patent costs, travel and facilities overhead. The Company also incurs significant expenses to operate clinical trials, including trial design, third-party fees, clinical site reimbursement, data management and travel expenses. Research and development expenses are expensed as incurred. Costs of in process research and development ("IPR&D") assets acquired as part of an asset acquisition that have no alternative future use are expensed when incurred. Milestone payments made after regulatory approval are capitalized as an intangible asset and amortized over an estimated useful life of the product. Cash payments related to acquired IPR&D are reflected as an investing cash flow in the Company's consolidated statement of cash flows.

Concentration of Credit Risk

Financial instruments that potentially expose the Company to concentration of credit risk consist primarily of cash and cash equivalents, marketable securities, strategic investments and accounts receivable.

The Company maintains its cash balances primarily with one financial institution. These balances exceed federally insured limits. The Company has not experienced any losses in such accounts and believes it is not exposed to any significant credit risk in cash and cash equivalents.

The Company believes that its credit risk related to marketable securities is limited due to the adherence to an investment policy and that credit risk related to accounts receivable is limited due to a large customer base.

Fair Value Measurements

Under the authoritative guidance for fair value measurements, fair value is defined as the exit price, or the amount that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants as of the measurement date. The authoritative guidance also establishes a hierarchy for inputs used in measuring fair value that maximizes the use of observable inputs and minimizes the use of unobservable inputs by requiring that the most observable inputs be used when available. Observable inputs are inputs market participants would use in valuing the asset or liability developed based on market data obtained from sources independent of the Company. Unobservable inputs are inputs that reflect the Company's assumptions about the factors market participants would use in valuing the asset or liability developed based upon the best information available in the circumstances. The categorization of financial assets and financial liabilities within the valuation hierarchy is based upon the lowest level of input that is significant to the fair value measurement.

The hierarchy is broken down into three levels defined as follows:

Level 1 Inputs — quoted prices in active markets for identical assets and liabilities
Level 2 Inputs — observable inputs other than quoted prices in active markets for identical assets and liabilities
Level 3 Inputs — unobservable inputs for which there is little or no market data available

As of June 30, 2022, the Company believes that the carrying amounts of its other financial instruments, including accounts receivable, accounts payable and accrued liabilities, approximate their fair value due to the short-term maturities of these instruments.

Stock-Based Compensation

The Company has stock-based compensation plans, which include stock options, nonvested share awards, and an employee stock purchase plan. Fair value of option awards is determined using option-pricing models, fair value of nonvested share awards with market conditions is determined using the Monte Carlo simulation, and fair value of nonvested share awards that

vest based upon performance or service conditions is determined by the closing market price of the Company's stock on the date of grant. Stock-based compensation expense is recognized ratably over the requisite service period for the awards expected to vest.

2. Selected Consolidated Financial Statement Information

Accounts Receivable, Net

Accounts receivable consists of the following:

	June 30,	
	2022	2021
Accounts receivable	$ 40,974	$ 41,634
Less: Allowance for doubtful accounts	(1,296)	(1,601)
Accounts receivable, net	$ 39,678	$ 40,033

Inventories

Inventories consist of the following:

	June 30,	
	2022	2021
Raw materials	$ 13,780	$ 11,621
Work in process	2,785	3,469
Finished goods	18,002	17,223
Inventories	$ 34,567	$ 32,313

The total inventory reserve at June 30, 2022 and 2021 was $4.1 million and $3.2 million, respectively.

Property and Equipment, Net

Property and equipment consists of the following:

	June 30,	
	2022	2021
Land	$ 572	$ 572
Building	22,420	22,420
Equipment	24,340	21,203
Furniture	3,376	3,376
Leasehold improvements	812	804
Construction in progress	2,670	2,848
	54,190 0	51,223
Less: Accumulated depreciation	(25,155)	(22,329)
Total Property and equipment, net	$ 29,035	$ 28,894

Accrued Expenses

Accrued expenses consist of the following:

	June 30,	
	2022	2021
Acquisition consideration[(1)]	$ —	$ 10,000
Commissions	8,104	7,869
Salaries and bonus	8,082	11,699
Accrued vacation	2,345	3,011
Clinical studies	1,082	1,478
Accrued excise, sales and other taxes	953	1,464
Other	2,898	2,668
Total Accrued expenses	$ 23,464	$ 38,189

(1) As discussed in Note 4, due to the WIRION recall, the acquisition consideration liability has been moved to other liabilities on the consolidated balance sheet.

3. Revenue

A summary of the Company's accounting policies related to revenue recognition in accordance with ASC 606 can be found in Note 1 above. The following table disaggregates the Company's net revenues by product category and geography for the following periods:

	Year Ended June 30,		
Product Category	2022	2021	2020
Peripheral	$ 156,011	$ 176,941	$ 166,412
Coronary	80,211	82,032	70,133
Total net revenues	$ 236,222	$ 258,973	$ 236,545
Geography			
United States	$ 219,843	$ 247,624	$ 226,063
International	16,379	11,349	10,482
Total net revenues	$ 236,222	$ 258,973	$ 236,545

Revenue of $2,487 was recognized in the year ended June 30, 2022 that was deferred as of June 30, 2021. As of June 30, 2022 and June 30, 2021, the Company had a liability of $1,315 and $1,985, respectively, related to estimates of variable consideration which are recorded within accounts payable on the consolidated balance sheet.

4. Acquisitions

Peripheral Support Catheters

In fiscal 2021, the Company acquired a line of peripheral support catheters from WavePoint Medical, LLC ("WavePoint") and also engaged WavePoint to develop a portfolio of specialty catheters.

As consideration for the acquisition of the peripheral catheters, the Company made an upfront payment of $3,353 to WavePoint. The Company agreed to make an additional $1,700 payment to WavePoint upon 510(k) clearance of the peripheral catheters, to be capitalized as an intangible asset. This transaction was accounted for as an asset acquisition, resulting in acquired IPR&D. Costs of IPR&D projects acquired as part of an asset acquisition that have no alternative future use are expensed when incurred, and therefore, a charge of $3,353 was recognized in research and development expenses during the year ended June 30, 2021. During the fiscal year ended June 30, 2022, the peripheral support catheters received 510(k) clearance and the Company made an additional $1,700 payment to WavePoint pursuant to the terms of the parties' agreement, which amount was capitalized as developed technology.

WIRION Embolic Protection System

On August 5, 2019, the Company acquired the WIRION Embolic Protection System and related assets from Gardia Medical Ltd. ("Gardia"), a wholly owned Israeli subsidiary of Allium Medical Solutions Ltd., for a total purchase price of $16,687. The device, which received CE Mark in June 2015 and FDA clearance in March 2018, is a distal embolic protection filter used to capture debris that can be associated with all types of peripheral vascular intervention procedures. The Company acquired the device to expand its portfolio of products for physicians that treat complex peripheral arterial disease.

Upon closing, the Company made an initial $5,600 cash payment, net of transaction expenses, and issued Gardia 31,493 shares of common stock of the Company valued at $1,346. Following the successful completion of the manufacturing transfer of the WIRION system to the Company, the Company has agreed to pay Gardia an additional $10,000, half of which may be paid by the Company through an additional issuance of shares of common stock. The Company has accounted for this transaction as an asset acquisition resulting in developed technology of $15,624 and a trade name of $760, both recognized as a component of intangible assets, net within the Company's consolidated balance sheet. The remainder of the purchase price was recognized in property and equipment.

The purchase also includes a performance milestone payment to Gardia equal to $3,000 for each $10,000 in net revenues recognized by the Company from sales of the WIRION system for applications above-the-knee in excess of $30,000 during the 36 month period beginning on the earlier of the first commercial sale of the system by the Company or six months following successful manufacturing transfer. If payment of the performance milestone becomes probable, these additional costs will be added to the carrying value of the acquired assets.

In fiscal 2022, the Company conducted a voluntary recall of WIRION. The interruption of sales due to the recall will defer the Company's obligation to make these additional payments to Gardia, as the related milestones will not be met unless and until the product is re-introduced into the market and the criteria for achievement of the milestones are met.

5. Intangible Assets

The Company's finite-lived intangible assets are stated at cost less accumulated amortization and include developed technology and trade name assets acquired in the asset acquisition discussed in Note 4 above, as well as capitalized patent costs. Developed technology and trade name assets are amortized over 15 years. Patent costs are amortized beginning at the time of patent approval over a useful life not exceeding 20 years.

The components of intangible assets, net are as follows:

	June 30, 2022			June 30, 2021		
	Gross Carrying Amount	Accumulated Amortization	Net Book Value	Gross Carrying Amount	Accumulated Amortization	Net Book Value
Developed technology	$ 17,324	$ (3,165)	$ 14,159	$ 15,624	$ (1,997)	$ 13,627
Patents	1,866	(903)	963	1,866	(780)	1,086
Trade name	760	(148)	612	760	(97)	663
Total intangible assets, net	$ 19,950	$ (4,216)	$ 15,734	$ 18,250	$ (2,874)	$ 15,376

Amortization expense expected for the next five years and thereafter is as follows:

Fiscal 2023	$ 1,381
Fiscal 2024	1,377
Fiscal 2025	1,374
Fiscal 2026	1,373
Fiscal 2027	1,371
Thereafter	8,858
	$ 15,734

6. Debt

Revolving Credit Facility

In March 2017, the Company entered into a Loan and Security Agreement (the "Loan Agreement") with Silicon Valley Bank ("SVB"). In March 2020, the Company entered into the First Amendment to the Loan Agreement (the "Amendment"). The Amendment extended the maturity date of the Loan Agreement by two years, to March 31, 2022, and increased the maximum amount available under the senior, secured revolving credit facility (the "Revolver") to $50,000 (the "Maximum Dollar Amount"). In March 2022, the Company entered into the Second Amendment to the Loan Agreement (the "Second Amendment"). The Second Amendment extended the maturity date of the Loan Agreement by one year, to March 31, 2023.

Advances under the Revolver may be made from time to time up to the Maximum Dollar Amount, subject to certain borrowing limitations. The Revolver bears interest at a floating per annum rate equal to the Wall Street Journal prime rate, less 0.75%. Interest on borrowings is due monthly and the principal balance is due at maturity. Upon the Revolver's maturity, any outstanding principal balance, unpaid accrued interest, and all other obligations under the Revolver will be due and payable. The Company will incur a fee equal to 1.5% of the Maximum Dollar Amount upon termination of the Loan Agreement, as amended (the "Amended Loan Agreement"), or the Revolver for any reason prior to the date that is fifteen days prior to the maturity date, unless refinanced with SVB.

The Company's obligations under the Amended Loan Agreement are secured by certain of the Company's assets, including, among other things, accounts receivable, deposit accounts, inventory, equipment, general intangibles and records pertaining to the foregoing. The collateral does not include the Company's intellectual property, but the Company has agreed not to encumber its intellectual property without the consent of SVB. The Amended Loan Agreement contains customary covenants limiting the Company's ability to, among other things, incur debt or liens, make certain investments and loans, enter into transactions with affiliates, undergo certain fundamental changes, dispose of assets, or change the nature of its business. In addition, the Amended Loan Agreement contains financial covenants requiring the Company to maintain, at all times when any amounts are outstanding under the Revolver, either (i) minimum unrestricted cash at SVB and unused availability on the Revolver of at least $10,000 or (ii) minimum trailing three-month Adjusted EBITDA of $1,000. If the Company does not comply with the various covenants under the Amended Loan Agreement or an event of default under the Amended Loan Agreement occurs, such as a material adverse change, the interest rate on outstanding amounts will increase by 5% and SVB may, subject to various customary cure rights and the other terms and conditions of the Amended Loan Agreement, decline to provide additional advances under the Revolver, require the immediate payment of all amounts outstanding under the Revolver, and foreclose on all collateral.

The Company is required to pay a fee equal to 0.15% per annum on the unused portion of the Revolver, payable quarterly in arrears. The Company is not obligated to draw any funds under the Revolver and has not done so under the Revolver since entering into the Loan Agreement. No amounts were outstanding under the Revolver as of June 30, 2022.

Financing Obligation

In connection with the sale of its Minnesota headquarters facility, the Company entered into a lease agreement to lease such facility. The lease agreement has an initial term of 15 years, with four consecutive renewal options of five years each at the Company's option, with a base annual rent in the first year of $1,638 and annual escalations of 3% thereafter. Rent during subsequent renewal terms will be at the then fair market rental rate. The effective interest rate is 7.89%.

Future payments under the initial term of the lease agreement as of June 30, 2022 are as follows:

2023	$	1,913
2024		1,970
2025		2,029
2026		2,090
2027		2,153
Thereafter		11,133
	$	21,288

7. Marketable Securities & Fair Value Measurements

The Company's marketable securities are classified on the consolidated balance sheet as follows:

	June 30, 2022	June 30, 2021
Short-term available-for-sale debt securities	$ 88,375	$ 129,908
Long-term available-for-sale debt securities	4,810	5,748
Available-for-sale debt securities	93,185	135,656
Mutual funds	224	312
Total marketable securities	$ 93,409	$ 135,968

Available-for-sale debt securities are invested in the following financial instruments:

	As of June 30, 2022			
	Amortized Cost	Unrealized Gains	Unrealized Losses	Fair Value
Commercial paper	$ 36,800	$ —	$ —	$ 36,800
U.S. government securities	14,994	—	(67)	14,927
Corporate debt	27,193	—	(142)	27,051
Asset backed securities	14,465	—	(58)	14,407
Total available-for-sale debt securities	$ 93,452	$ —	$ (267)	$ 93,185

	As of June 30, 2021			
	Amortized Cost	Unrealized Gains	Unrealized Losses	Fair Value
Commercial paper	$ 47,361	$ —	$ —	$ 47,361
U.S. government securities	20,229	1	—	20,230
Corporate debt	57,134	12	(12)	57,134
Asset backed securities	10,922	10	(1)	10,931
Total available-for-sale debt securities	$ 135,646	$ 23	$ (13)	$ 135,656

The following table provides information by level for the Company's marketable securities that were measured at fair value on a recurring basis:

		Fair Value Measurements as of June 30, 2022 Using Inputs Considered as		
	Fair Value	Level 1	Level 2	Level 3
Commercial paper	$ 36,800	$ —	$ 36,800	$ —
U.S. government securities	14,927	—	14,927	—
Corporate debt	27,051	—	27,051	—
Asset backed securities	14,407	—	14,407	—
Mutual funds	224	108	116	—
Total marketable securities	$ 93,409	$ 108	$ 93,301	$ —

		Fair Value Measurements as of June 30, 2021 Using Inputs Considered as		
	Fair Value	Level 1	Level 2	Level 3
Commercial paper	$ 47,361	$ —	$ 47,361	$ —
U.S. government securities	20,230	—	20,230	—
Corporate debt	57,134	—	57,134	—
Asset backed securities	10,931	—	10,931	—
Mutual funds	312	136	176	—
Total marketable securities	$ 135,968	$ 136	$ 135,832	$ —

The Company's marketable securities classified within Level 1 are valued using real-time quotes for transactions in active exchange markets. Marketable securities within Level 2 are valued using readily available pricing sources. There were no transfers of assets between Level 1 and Level 2 of the fair value measurement hierarchy during the year ended June 30, 2022. Any transfers between levels would be recognized on the date of the event or when a change in circumstances causes a transfer.

Strategic Investments

The Company holds equity investments that do not have readily determined fair values. The Company has elected to measure these investments at cost minus impairment, plus or minus changes resulting from observable price changes in orderly transactions for the identical or a similar investment of the same issuer. Impairment is reviewed each reporting period by performing a qualitative assessment considering impairment indicators to evaluate whether the investment is impaired.

As of June 30, 2022 and June 30, 2021, the carrying value of these investments was $12,333 and $11,706, respectively. During the year ended June 30, 2022, no impairment indicators were noted. The Company is committed to funding an additional $1,410 into one of these investments in the future. The Company holds options to acquire all outstanding equity or certain developed technologies with respect to some of these strategic investments. These investments are recorded within strategic investments on the consolidated balance sheet.

The Company also holds strategic investments accounted for as available-for-sale debt securities, which have carrying values and approximated fair values of $21,092 as of June 30, 2022. These investments are recorded within strategic investments on the consolidated balance sheet. The fair value of these investments are measured using Level 3 inputs and are not included in the tables above. Impairment is assessed similar to the Company's other strategic investments and no impairment indicators were noted during the year ended June 30, 2022.

8. Stock-Based Compensation

On November 15, 2017, the Company's stockholders approved the 2017 Equity Incentive Plan (the "2017 Plan") for the purpose of granting equity awards to employees, directors, and consultants. On March 12, 2020, the Company's Board of Directors approved the Amended and Restated 2017 Equity Incentive Plan, which amended the 2017 Plan. On August 19, 2021, the Company's Board of Directors adopted an amendment to the 2017 Plan, which was approved by the Company's stockholders on November 11, 2021, that increased the number of shares available for issuance under the 2017 Plan by 1,700,000 shares. The Amended 2017 Plan allows for the granting of up to 3,607,523 shares of common stock as approved by the Board of Directors or committees thereof in the form of nonqualified or incentive stock options, restricted stock awards, restricted stock unit awards, performance share awards, performance unit awards or stock appreciation rights to officers, directors, consultants and employees of the Company. As of June 30, 2022, there were 2,126,600 shares available for grant under the Amended 2017 Plan.

Equity awards classified as restricted stock and performance-based restricted stock are treated as issued shares when granted; however, these shares are not included in the computation of basic weighted average shares outstanding. When shares vest, unless the holder elects to pay the payroll tax liability in cash or through a sale of shares, the Company withholds the appropriate amount of shares to settle the payroll tax liability, on behalf of the individual receiving the shares, as an adjustment to accumulated deficit.

Stock Options

All options become exercisable over periods established at the date of grant. The option exercise price is generally not less than the estimated fair market value of the Company's common stock at the date of grant, as determined by the Company's management and Board of Directors.

Stock option activity is as follows:

	Number of Options	Weighted Average Exercise Price	Weighted Average Remaining Contractual Term (Years)	Aggregate Intrinsic Value
Options outstanding at June 30, 2019	—	$ —		
Granted	45,186	$ 38.13		
Forfeited	(2,658)	$ 38.13		
Options outstanding at June 30, 2020	42,528	$ 38.13		
Granted	47,712	$ 35.67		
Forfeited	(4,834)	$ 37.61		
Options outstanding at June 30, 2021	85,406	$ 36.78		
Granted	898	$ 38.02		
Exercised	(295)	$ 38.13		
Forfeited	(15,298)	$ 31.48		
Options outstanding at June 30, 2022	70,711	$ 36.77	8.4	$ —
Exercisable at June 30, 2022	34,255	$ 37.18	8.3	$ —

During the years ended June 30, 2022 and 2021, the Company granted nonqualified stock options to certain employees. Options granted vest over a three year service period. Shares to be issued upon exercise of these options will be new share issuances. The Company determined the fair value of options using the Black-Scholes option pricing model. The estimated fair value of options, including the effect of estimated forfeitures, will be recognized as expense on a straight-line basis over the options' vesting periods. As of June 30, 2022, there was approximately $446, net of the effect of estimated forfeitures, of total unrecognized compensation expense related to nonvested stock options.

Restricted Stock

The fair value of each restricted stock award was equal to the fair market value of the Company's common stock at the date of grant. Vesting of time-based restricted stock awards ranges from one year to three years. The estimated fair value of restricted stock awards, including the effect of estimated forfeitures, is recognized on a straight-line basis over the restricted stock's vesting period.

Restricted stock award activity is as follows:

	Number of Shares		Weighted Average Grant Date Fair Value
Outstanding at June 30, 2019	474,945	$	31.36
Granted	195,231	$	46.32
Forfeited	(22,977)	$	36.75
Vested	(213,132)	$	29.77
Outstanding at June 30, 2020	434,067	$	38.34
Granted	298,881	$	31.20
Forfeited	(27,008)	$	35.85
Vested	(237,998)	$	35.19
Outstanding at June 30, 2021	467,942	$	35.61
Granted	590,277	$	27.57
Forfeited	(131,041)	$	33.03
Vested	(248,279)	$	36.31
Outstanding at June 30, 2022	678,899	$	28.88

Estimated pre-vesting forfeitures are considered in determining stock-based compensation expense. As of June 30, 2022, 2021 and 2020, the Company estimated its weighted average forfeiture rate at 9.2%, 17.5% and 17.0%, respectively. As of June 30, 2022, there was approximately $10,053 of total unrecognized compensation expense, net of the effect of estimated forfeitures, related to nonvested restricted stock awards, which is expected to be recognized over a weighted-average period of 1.6 years.

Performance-Based Restricted Stock

The Company also grants performance-based restricted stock awards to certain executives and other management. Fiscal 2022 awards vest based on the Company's total shareholder return relative to total shareholder return of the peer group (a market condition), as measured by the closing prices of the stock of the Company and its peer group for the 90 trading days preceding July 1, 2021 compared to the closing prices for the 90 trading days preceding July 1, 2024. Fiscal 2021 awards vest based on the Company's total shareholder return relative to total shareholder return of the peer group (a market condition), as measured by the closing prices of the stock of the Company and its peer group for the 90 trading days preceding July 1, 2020 compared to the closing prices for the 90 trading days preceding July 1, 2023. Fiscal 2020 awards vest based on the Company's total shareholder return relative to total shareholder return of the peer group (a market condition), as measured by the closing prices of the stock of the Company and its peer group for the 90 trading days preceding July 1, 2019 compared to the closing prices for the 90 trading days preceding July 1, 2022. The aggregate maximum shares granted were as follows:

Performance Measurement	2022	2021	2020
Total shareholder return	306,550	339,395	207,891

Performance-based restricted stock award activity is as follows:

	Number of Shares	Weighted Average Grant Date Fair Value
Outstanding at June 30, 2019	753,872	$ 15.20
Granted	207,891	$ 30.45
Forfeited	(25,948)	$ 16.48
Vested	(275,193)	$ 11.97
Outstanding at June 30, 2020	660,622	$ 21.69
Granted	339,395	$ 12.75
Forfeited	(73,347)	$ 13.63
Vested	(166,086)	$ 13.96
Outstanding at June 30, 2021	760,584	$ 20.26
Granted	306,550	$ 19.87
Forfeited	(175,918)	$ 21.22
Vested	(147,001)	$ 22.32
Outstanding at June 30, 2022	744,215	$ 19.89

Estimated pre-vesting forfeitures are considered in determining stock-based compensation expense. As of June 30, 2022, there was approximately $4,150 of total unrecognized compensation expense related to nonvested performance-based restricted stock awards, which is expected to be recognized over a weighted-average period of 1.8 years. Stock-based compensation expense associated with performance-based restricted stock was $4,959 for the year ended June 30, 2022.

Restricted Stock Units

The Company grants restricted stock units to members of its Board of Directors. Restricted stock units represent the right to receive payment in the form of shares of the Company's common stock or in cash at the Company's option. Restricted stock unit payments occur within 30 days following the six month anniversary of the date that the director ceases to serve on the Board of Directors or, if the restricted stock units are granted in lieu of an annual cash retainer, on the payment date selected by the director that is at least two years after the grant date. The estimated fair value of restricted stock units is recognized on a straight-line basis over the vesting period.

Restricted stock unit activity is as follows:

	Number of Shares	Weighted Average Grant Date Fair Value
Restricted stock units outstanding at June 30, 2019	354,176	$ 17.23
Granted	20,689	$ 46.50
Converted to common stock	(125,352)	$ 17.65
Forfeited	(2,316)	$ 46.97
Restricted stock units outstanding at June 30, 2020	247,197	$ 19.19
Granted	35,566	$ 31.80
Restricted stock units outstanding at June 30, 2021	282,763	$ 20.77
Granted	30,512	$ 38.02
Converted to common stock	(91,795)	$ 16.30
Forfeited	(2,860)	$ 38.02
Restricted stock units outstanding at June 30, 2022	218,620	$ 24.84

Employee Stock Purchase Plan

The Company maintains an employee stock purchase plan that was approved by the Company's stockholders in November 2015 ("2015 ESPP") and replaced the previous employee stock purchase plan that expired on May 31, 2016. The 2015 ESPP provides eligible employees the opportunity to acquire common stock in accordance with Section 423 of the Internal Revenue Code of 1986. Stock can be purchased each six-month period per year (twice per year). The purchase price is equal to 85% of the lower of the price at the beginning or the end of the respective period. Employees purchased 225,147 shares at an average price of $13.51 per share during the year ended June 30, 2022. Shares reserved under the 2015 ESPP at June 30, 2022 totaled 1,031,645.

Stock-Based Compensation Expense

The following amounts were recognized as stock-based compensation expense in the consolidated statements of operations:

Year Ended June 30, 2022	Restricted Stock Awards & Options	Restricted Stock Units	Employee Stock Purchase Plan	Total
Cost of goods sold	$ 527	$ —	$ 128	$ 655
Selling, general and administrative	12,502	1,051	1,282	14,835
Research and development	2,012	—	339	2,351
Total stock-based compensation expense	$ 15,041	$ 1,051	$ 1,749	$ 17,841

Year Ended June 30, 2021	Restricted Stock Awards & Options	Restricted Stock Units	Employee Stock Purchase Plan	Total
Cost of goods sold	$ 692	$ —	$ 90	$ 782
Selling, general and administrative	11,225	1,056	1,090	13,371
Research and development	1,844	—	233	2,077
Total stock-based compensation expense	$ 13,761	$ 1,056	$ 1,413	$ 16,230

Year Ended June 30, 2020	Restricted Stock Awards	Restricted Stock Units	Employee Stock Purchase Plan	Total
Cost of goods sold	$ 564	$ —	$ 62	$ 626
Selling, general and administrative	9,511	865	878	11,254
Research and development	1,554	—	178	1,732
Total stock-based compensation expense	$ 11,629	$ 865	$ 1,118	$ 13,612

9. Leases

The Company leases its Texas manufacturing facility under an operating lease agreement which expires in April 2026. The Company also leases office equipment under lease agreements that expire at various dates through December 2026.

The Company's operating lease cost was $522 and $503 for the years ended June 30, 2022 and 2021, respectively. Cash paid for operating lease liabilities approximated operating lease cost for the year ended June 30, 2022.

There was $104 and $2,238 of operating lease right-of-use assets obtained in exchange for new lease liabilities during the year ended June 30, 2022 and 2021, respectively.

	June 30, 2022	June 30, 2021
Right-of-use assets		
Other assets	$ 1,852	$ 2,212
Operating lease liabilities		
Accrued expenses	526	487
Other liabilities	1,326	1,725
Total operating lease liabilities	$ 1,852	$ 2,212

Future minimum lease payments under the agreements as of June 30, 2022 are as follows:

Fiscal 2023	$ 534
Fiscal 2024	506
Fiscal 2025	494
Fiscal 2026	406
Fiscal 2027	2
Thereafter	—
Total lease payments	1,942
Less imputed interest	(90)
Total operating lease liabilities	$ 1,852

As of June 30, 2022, the weighted average remaining lease term for operating leases was 3.8 years and the weighted average discount rate used to determine operating lease liabilities was 2.52%.

10. Commitments and Contingencies

In the ordinary conduct of business, the Company is subject to various lawsuits and claims covering a wide range of matters including, but not limited to, employment claims, product liability claims and commercial disputes. While the outcome of these matters is uncertain, the Company does not believe there are any significant matters as of June 30, 2022 that are probable or estimable, for which the outcome is reasonably possible of having a material adverse impact on its consolidated balance sheets or statements of operations.

11. Earnings Per Share

The following table presents a reconciliation of the numerators and denominators used in the basic and diluted earnings per common share computations (in thousands except share and per share amounts):

	Year Ended June 30,		
	2022	2021	2020
Numerator			
Net loss	$ (36,933)	$ (13,421)	$ (27,236)
Income allocated to participating securities	—	—	—
Net loss available to common stockholders	$ (36,933)	$ (13,421)	$ (27,236)
Denominator			
Weighted average common shares outstanding — basic	39,229,734	38,832,002	34,275,957
Effect of dilutive stock options[1]	—	—	—
Effect of dilutive restricted stock units[2]	—	—	—
Effect of performance-based restricted stock awards [3]	—	—	—
Weighted average common shares outstanding — diluted	39,229,734	38,832,002	34,275,957
Earnings per common share — basic and diluted	$ (0.94)	$ (0.35)	$ (0.79)

(1) At June 30, 2022, 2021 and 2020; 70,711, 85,406 and 42,528 shares of common stock, respectively, were subject to the exercising of outstanding stock options. The effect of the shares that would be issued upon exercise of these options has been excluded from the calculation of diluted loss per share for all periods presented because those shares are anti-dilutive.

(2) At June 30, 2022, 2021, and 2020; 218,620, 282,763 and 247,197 additional shares of common stock, respectively, were issuable upon the settlement of outstanding restricted stock units. The effect of the shares that would be issued upon settlement of these restricted stock units has been excluded from the calculation of diluted loss per share for all periods presented because those shares are anti-dilutive.

(3) At June 30, 2022, 2021, and 2020; 744,215, 760,584, and 660,622 shares of common stock, respectively, were subject to the vesting of performance-based restricted stock awards. The effect of the shares that would be issued upon vesting of these awards has been excluded from the calculation of diluted loss per share for all periods presented because those shares are anti-dilutive.

Unvested time-based restricted stock awards that contain nonforfeitable rights to dividends are participating securities and included in the computation of earnings per share pursuant to the two-class method. Under this method, earnings attributable to the Company are allocated between common stockholders and the participating awards, as if the awards were a second class of stock. During periods of net income, the calculation of earnings per share excludes the income attributable to participating securities in the numerator and the dilutive impact of these securities from the denominator. In the event of a net loss, undistributed earnings are not allocated to participating securities and the denominator excludes the dilutive impact of these securities as they do not share in the losses of the Company.

12. Employee Benefits

The Company offers a 401(k) plan to its employees. Eligible employees may authorize up to $20 of their annual compensation as a contribution to the plan, subject to Internal Revenue Service limitations. The plan also allows eligible employees over 50 years old to contribute an additional $7 subject to Internal Revenue Service limitations. All employees must be at least 21 years of age to participate in the plan. The Company did not provide any employer matching contributions for the years ended June 30, 2022, 2021, and 2020.

The Company offers certain members of management and highly compensated employees the opportunity to defer up to 100% of their base salary (after 401(k), payroll tax and other deductions), performance bonus and discretionary bonus and elect to receive the deferred compensation at a fixed future date of participant's choosing. Each participant may, at the time of his or her deferral election, choose to allocate the deferred compensation into investment alternatives set by the Human Resources and Compensation Committee. The amount payable to each participant under the plan will change in value based upon the investment selected by that participant and is classified as current or long-term on the Company's consolidated balance sheet

based on the disbursement elections made by the participants. As of June 30, 2022, $89 of the amount is included in accrued expenses and $134 is included in other liabilities on the consolidated balance sheet.

13. Income Taxes

The components of the Company's overall deferred tax assets and liabilities are as follows:

	June 30,	
	2022	2021
Deferred tax assets		
Stock-based compensation	$ 5,157	$ 5,012
Deferred revenue	511	1,115
Accrued expenses and compensation	868	492
Other	3,877	4,119
Research and development credit carryforwards	8,915	6,695
Net operating loss carryforwards	78,148	71,940
Total deferred tax assets	97,476	89,373
Valuation allowance	(97,476)	(89,373)
Net deferred tax assets	$ —	$ —

The Company has established valuation allowances to fully offset its deferred tax assets due to the uncertainty about the Company's ability to generate the future taxable income necessary to realize these deferred assets, particularly in light of the Company's historical losses. The future use of net operating loss carryforwards is dependent on the Company attaining profitable operations, and may be limited in any one year under Internal Revenue Code Section 382 due to significant ownership changes, as defined under such Section, as a result of the Company's equity financings. A summary of the valuation allowances are as follows:

Balances at June 30, 2019	$ 78,744
Reductions	8,613
Balance at June 30, 2020	87,357
Additions	2,016
Balance at June 30, 2021	89,373
Additions	8,103
Balance at June 30, 2022	$ 97,476

As of June 30, 2022 and 2021, the Company had federal tax net operating loss carryforwards of approximately $327,997 and $299,928, respectively. Net losses incurred prior to fiscal 2019 are available to be carried forward to offset taxable income through 2037, while net losses incurred subsequent to fiscal 2019 are able to be carried forward indefinitely The Company also had various state net operating loss carryforwards available to offset future state taxable income. These state net operating loss carryforwards typically have the same expirations as the Company's federal tax net operating loss carryforwards.

As of June 30, 2022 and 2021, the Company had approximately $7,658 and $5,632 of federal research and development credit carryforwards, respectively. As of June 30, 2022 and 2021, the Company had approximately $2,845 and $2,287, respectively, of state research and development credit carryforwards. The federal and state research and development credit carryforwards will expire through fiscal 2041 and 2036, respectively.

As required by ASC Topic 740, "*Income Taxes*," the Company recognizes the financial statement benefit of a tax position only after determining that the relevant tax authority would more likely than not sustain the position following an audit. For tax positions meeting the more likely than not threshold, the amount recognized in the financial statements is the largest benefit that has a greater than 50 percent likelihood of being realized upon ultimate settlement with the relevant tax authority. The Company recorded a liability relating to unrecognized tax benefits of $1,191 and $1,042 at June 30, 2022 and 2021, respectively. Due to the Company having a full valuation allowance, this liability has been netted against the deferred tax asset. The Company recognizes interest and penalties related to uncertain tax provisions as part of the provision for income taxes. The Company has not currently reserved for any interest or penalties for such reserves due to the Company being in an net operating

loss position. The Company does not expect to recognize any benefits from the unrecognized tax benefits within the next twelve months. A reconciliation of the beginning and ending amount of unrecognized tax benefits is as follows:

Balances at June 30, 2019	$	611
Increases related to prior year tax positions		36
Increases related to current year tax positions		64
Balances at June 30, 2020		711
Increases related to prior year tax positions		226
Increases related to current year tax positions		105
Balance at June 30, 2021		1,042
Decreases related to prior year tax positions		(14)
Increases related to current year tax positions		163
Balance at June 30, 2022	$	1,191

The Company is subject to income taxes in the U.S. federal jurisdiction and various state jurisdictions. Tax regulations within each jurisdiction are subject to the interpretation of the related tax laws and regulations and require significant judgment to apply. The Company is potentially subject to income tax examinations by tax authorities for the tax years ended June 30, 2022, 2021, 2020, 2019, and 2018. The Company is not currently under examination by any taxing jurisdiction.

Item 9. ***Changes in and Disagreements With Accountants on Accounting and Financial Disclosure.***

None.

Item 9A. ***Controls and Procedures.***

Evaluation of Disclosure Controls and Procedures

Our Chief Executive Officer and our Chief Financial Officer, referred to collectively herein as the Certifying Officers, are responsible for establishing and maintaining our disclosure controls and procedures. The Certifying Officers have reviewed and evaluated the effectiveness of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) promulgated under the Securities Exchange Act of 1934, as amended (the "Exchange Act")) as of June 30, 2022. Based on that review and evaluation, which included inquiries made to certain other employees of the Company, the Certifying Officers have concluded that, as of the end of the period covered by this Form 10-K, our disclosure controls and procedures, as designed and implemented, are effective.

Management's Annual Report on Internal Control Over Financial Reporting

Management is responsible for establishing and maintaining adequate internal control over financial reporting (as defined in Rule 13a-15(f) under the Exchange Act) for us. Management conducted an evaluation of the effectiveness of internal control over financial reporting based on the framework in *Internal Control — Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). Based on this evaluation, management concluded that our internal control over financial reporting was effective as of June 30, 2022.

PricewaterhouseCoopers LLP, the independent registered public accounting firm that audited the consolidated financial statements included in this Form 10-K, has also audited the effectiveness of our internal control over financial reporting as of June 30, 2022, as stated in their report included in Part IV, Item 15 of this Form 10-K.

Changes in Internal Control Over Financial Reporting

There were no changes in our internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) during the three months ended June 30, 2022 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Item 9B. ***Other Information.***

On August 17, 2022, Sachin Jain informed the Company that he does not intend to stand for re-election as a Class II director at the 2022 Annual Meeting of Stockholders. This decision is not due to any disagreement with the Company.

PART III

Item 10. ***Directors, Executive Officers and Corporate Governance.***

Other than the information included in this Form 10-K under the heading "Information About our Executive Officers," which is set forth at the end of Part I, Item 1 and incorporated herein by reference, the information required by this Item 10 is incorporated by reference to the sections labeled "Election of Directors," and "Information Regarding the Board of Directors and Corporate Governance," all of which will appear in our definitive proxy statement for our 2022 Annual Meeting.

Item 11. ***Executive Compensation.***

The information required by this Item 11 is incorporated herein by reference to the sections entitled "Executive Compensation," "Director Compensation," "Human Resources and Compensation Committee" and "Compensation Committee Interlocks and Insider Participation," all of which will appear in our definitive proxy statement for our 2022 Annual Meeting.

Item 12. ***Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters.***

The information required by this Item 12 is incorporated herein by reference to the sections entitled "Security Ownership of Certain Beneficial Owners and Management" and "Equity Compensation Plan Information," which will appear in our definitive proxy statement for our 2022 Annual Meeting.

Item 13. ***Certain Relationships and Related Transactions, and Director Independence.***

The information required by this Item 13 is incorporated herein by reference to the sections entitled "Independence of the Board of Directors" and "Transactions with Related Persons," which will appear in our definitive proxy statement for our 2022 Annual Meeting.

Item 14. ***Principal Accounting Fees and Services.***

The information required by this Item 14 is incorporated herein by reference to the section entitled "Principal Accountant Fees and Services," which will appear in our definitive proxy statement for our 2022 Annual Meeting.

PART IV

Item 15. ***Exhibits, Financial Statement Schedules.***

(a) Documents filed as part of this Form 10-K.

(1) Financial Statements. The following financial statements are included in Part II, Item 8 of this Form 10-K:

- Report of Independent Registered Public Accounting Firm
- Consolidated Balance Sheets as of June 30, 2022 and 2021
- Consolidated Statements of Operations for the years ended June 30, 2022, 2021 and 2020
- Consolidated Statements of Comprehensive Income for the years ended June 30, 2022, 2021 and 2020
- Consolidated Statements of Changes in Stockholders' Equity for the years ended June 30, 2022, 2021 and 2020
- Consolidated Statements of Cash Flows for the years ended June 30, 2022, 2021 and 2020
- Notes to Consolidated Financial Statements

(2) Financial Statement Schedules.

- All financial statement schedules have been omitted, because they are not applicable, are not required, or the information is included in the Financial Statements or Notes thereto

(3) Exhibits.

Exhibit No.	Description
3.1	Restated Certificate of Incorporation, as amended (previously filed with the SEC as an Exhibit to and incorporated herein by reference from the Company's Quarterly Report on Form 10-Q filed May 14, 2009).
3.2	Amended and Restated Bylaws (previously filed with the SEC as an Exhibit to and incorporated herein by reference from the Company's Current Report on Form 8-K filed May 21, 2015).
4.1	Specimen Common Stock Certificate (previously filed with the SEC as an Exhibit to and incorporated herein by reference from the Company's Current Report on Form 8-K filed March 3, 2009).
4.2	Registration Rights Agreement by and among Cardiovascular Systems, Inc. and certain of its stockholders, dated as of March 16, 2009 (previously filed with the SEC as an Exhibit to and incorporated herein by reference from the Company's Current Report on Form 8-K filed March 18, 2009).
4.3	Description of Capital Stock (previously filed with the SEC as an Exhibit to and incorporated herein by reference from the Company's Annual Report on Form 10-K filed August 23, 2019).
10.1†	Form of Standard Employment Agreement (previously filed with the SEC as an Exhibit to and incorporated herein by reference from CSI Minnesota, Inc.'s Registration Statement on Form S-1, File No. 333-148798, filed January 22, 2008).
10.2†*	Fiscal 2023 Executive Officer Bonus Plan and Equity Compensation.
10.3†*	Fiscal 2023 Director Compensation Arrangements.
10.4†	Form of Director and Officer Indemnification Agreement (previously filed with the SEC as an Exhibit to and incorporated herein by reference from the Company's Quarterly Report on Form 10-Q filed May 14, 2009).
10.5	Build-To-Suit Lease Agreement between Welcome Development Properties, LLC (as successor-in-interest to Pearland Economic Development Corporation) and Cardiovascular Systems, Inc., dated September 9, 2009 (previously filed with the SEC as an Exhibit to and incorporated herein by reference from the Company's Annual Report on Form 10-K filed September 28, 2009).
10.6	First Amendment of Lease, between Welcome Development Properties, LLC (as successor-in-interest to Pearland Economic Development Corporation) and Cardiovascular Systems, Inc., dated November 10, 2017 (previously filed with the SEC as an Exhibit to and incorporated herein by reference from the Company's Quarterly Report on Form 10-Q filed February 9, 2018).
10.7	Second Amendment of Lease, between Welcome Development Properties, LLC (as successor-in-interest to Pearland Economic Development Corporation) and Cardiovascular Systems, Inc., dated April 9, 2018 (previously filed with the SEC as an Exhibit to and incorporated herein by reference from the Company's Annual Report on Form 10-K filed August 23, 2018).
10.8	Third Amendment of Lease, between Welcome Development Properties, LLC (as successor-in-interest to Pearland Economic Development Corporation) and Cardiovascular Systems, Inc., dated August 30, 2018 (previously filed with the SEC as an Exhibit to and incorporated herein by reference from the Company's Quarterly Report on Form 10-Q filed November 2, 2018).

Exhibit No.	Description
10.9++	Supply Agreement, between Cardiovascular Systems, Inc. and Fresenius Kabi AB, effective April 4, 2011 (previously filed with the SEC as an Exhibit to and incorporated herein by reference from the Company's Quarterly Report on Form 10-Q filed November 5, 2020).
10.10	Amendment No. 1 to Supply Agreement, between Cardiovascular Systems, Inc. and Fresenius Kabi AB, effective March 17, 2016 (previously filed with the SEC as an Exhibit to and incorporated herein by reference from the Company's Quarterly Report on Form 10-Q filed May 6, 2016).
10.11++	Amendment No. 1 to Product Schedule, between Cardiovascular Systems, Inc. and Fresenius Kabi AB, effective March 27, 2016 (previously filed with the SEC as an Exhibit to and incorporated herein by reference from the Company's Quarterly Report on Form 10-Q filed November 5, 2020).
10.12	Amendment No. 2 to Supply Agreement, between Cardiovascular Systems, Inc. and Fresenius Kabi AB, effective March 18, 2020 (previously filed with the SEC as an Exhibit to and incorporated herein by reference from the Company's Quarterly Report on Form 10-Q filed May 7, 2020).
10.13++	Amendment No. 2 to Product Schedule, between Cardiovascular Systems, Inc. and Fresenius Kabi AB, effective March 18, 2020 (previously filed with the SEC as an Exhibit to and incorporated herein by reference from the Company's Quarterly Report on Form 10-Q filed May 7, 2020).
10.14†	Cardiovascular Systems, Inc. Deferred Compensation Plan (previously filed with the SEC as an Exhibit to and incorporated herein by reference from the Company's Current Report on Form 8-K filed December 17, 2013).
10.15†	Cardiovascular Systems, Inc. 2014 Equity Incentive Plan, as amended (previously filed with the SEC as an Exhibit to and incorporated herein by reference from the Company's Annual Report on Form 10-K filed August 27, 2015).
10.16†	Form of Restricted Stock Agreement for Time-Based Awards under the 2014 Equity Incentive Plan (previously filed with the SEC as an Exhibit to and incorporated herein by reference from the Company's Quarterly Report on Form 10-Q filed February 6, 2015).
10.17†	Form of Restricted Stock Agreement for Performance-Based Awards under the 2014 Equity Incentive Plan (previously filed with the SEC as an Exhibit to and incorporated herein by reference from the Company's Quarterly Report on Form 10-Q filed February 6, 2015).
10.18†	Cardiovascular Systems, Inc. Executive Officer Severance Plan (restated August 22, 2018) (previously filed with the SEC as an Exhibit to and incorporated herein by reference from the Company's Annual Report on Form 10-K filed August 23, 2018).
10.19†	Form of Restricted Stock Unit Agreement under the 2014 Equity Incentive Plan (previously filed with the SEC as an Exhibit to and incorporated herein by reference from the Company's Quarterly Report on Form 10-Q filed May 8, 2015).
10.20†	Form of Restricted Stock Agreement under the 2014 Equity Incentive Plan (previously filed with the SEC as an Exhibit to and incorporated herein by reference from the Company's Quarterly Report on Form 10-Q filed May 8, 2015).
10.21†	Cardiovascular Systems, Inc. 2015 Employee Stock Purchase Plan (previously filed with the SEC as an Exhibit to and incorporated herein by reference from the Company's Current Report on Form 8-K filed November 19, 2015).
10.22	Settlement Agreement, among Cardiovascular Systems, Inc., the United States of America acting through the United States Attorney for the Western District of North Carolina and on behalf of the Office of Inspector General of the Department of Health and Human Services, and Travis Thams, dated June 28, 2016 (previously filed with the SEC as an Exhibit to and incorporated herein by reference from the Company's Current Report on Form 8-K filed June 28, 2016).
10.23	Corporate Integrity Agreement, between Cardiovascular Systems, Inc. and the Office of Inspector General of the Department of Health and Human Services, dated June 28, 2016 (previously filed with the SEC as an Exhibit to and incorporated herein by reference from the Company's Current Report on Form 8-K filed June 28, 2016).
10.24†	Form of Performance Unit Award (Cash Settled) under the 2014 Equity Incentive Plan (previously filed with the SEC as an Exhibit to and incorporated herein by reference from the Company's Annual Report on Form 10-K filed August 24, 2017).
10.25†	Form of Restricted Stock Agreement for Performance-Based Awards (3-year cliff vesting) under the 2014 Equity Incentive Plan (previously filed with the SEC as an Exhibit to and incorporated herein by reference from the Company's Annual Report on Form 10-K filed August 25, 2016).
10.26†	Employment Agreement, dated August 15, 2016, by and between Cardiovascular Systems Inc. and Scott R. Ward (previously filed with the SEC as an Exhibit to and incorporated herein by reference from the Company's Annual Report on Form 10-K filed August 25, 2016).
10.27	Lease Agreement, by and between Cardiovascular Systems, Inc. and Krishna Holdings, LLC, Apex Holdings, LLC, Kashi Associates, LLC, Keva Holdings, LLC, S&V Ventures, LLC, Polo Group LLC, SPAV Holdings LLC, Star Associates LLC, and The Global Villa, LLC, dated March 30, 2017 (previously filed with the SEC as an Exhibit to and incorporated herein by reference from the Company's Quarterly Report on Form 10-Q filed May 5, 2017).

Exhibit No.	Description
10.28	Loan and Security Agreement, by and between Cardiovascular Systems, Inc. and Silicon Valley Bank, dated March 31, 2017 (previously filed with the SEC as an Exhibit to and incorporated herein by reference from the Company's Quarterly Report on Form 10-Q filed May 5, 2017).
10.29	First Amendment to Loan and Security Agreement, by and between Cardiovascular Systems, Inc. and Silicon Valley Bank, dated March 26, 2020 (previously filed with the SEC as an Exhibit to and incorporated herein by reference from the Company's Quarterly Report on Form 10-Q filed May 7, 2020).
10.30†	Cardiovascular Systems, Inc. 2017 Equity Incentive Plan (previously filed with the SEC as an Exhibit to and incorporated herein by reference from the Company's Current Report on Form 8-K filed November 17, 2017).
10.31†	Form of Board Restricted Stock Award Agreement (in lieu of cash retainer) under 2017 Equity Incentive Plan (previously filed with the SEC as an Exhibit to and incorporated herein by reference from the Company's Current Report on Form 8-K filed November 17, 2017).
10.32†	Form of Board RSU Agreement (annual) under 2017 Equity Incentive Plan (previously filed with the SEC as an Exhibit to and incorporated herein by reference from the Company's Current Report on Form 8-K filed November 17, 2017).
10.33†	Form of Board RSU Agreement (in lieu of cash retainer) under 2017 Equity Incentive Plan (previously filed with the SEC as an Exhibit to and incorporated herein by reference from the Company's Current Report on Form 8-K filed November 17, 2017).
10.34†	Form of Performance Unit Agreement (cash settled) under 2017 Equity Incentive Plan (previously filed with the SEC as an Exhibit to and incorporated herein by reference from the Company's Current Report on Form 8-K filed November 17, 2017).
10.35†	Form of Performance-Vest Restricted Stock Award Agreement under 2017 Equity Incentive Plan (previously filed with the SEC as an Exhibit to and incorporated herein by reference from the Company's Current Report on Form 8-K filed November 17, 2017).
10.36†	Form of Time-Vest Restricted Stock Award Agreement under 2017 Equity Incentive Plan (previously filed with the SEC as an Exhibit to and incorporated herein by reference from the Company's Current Report on Form 8-K filed November 17, 2017).
10.37†	Offer Letter and Employment Agreement, dated January 12, 2018, by and between the Company and Rhonda Robb (previously filed with the SEC as an Exhibit to and incorporated herein by reference from the Company's Quarterly Report on Form 10-Q filed May 4, 2018).
10.38†	Offer Letter and Employment Agreement, dated February 7, 2018, by and between the Company and Jeff Points (previously filed with the SEC as an Exhibit to and incorporated herein by reference from the Company's Quarterly Report on Form 10-Q filed May 4, 2018).
10.39+	Purchasing Agreement, effective May 1, 2018, between Cardiovascular Systems, Inc. and Healthtrust Purchasing Group, L.P. (previously filed with the SEC as an Exhibit to and incorporated herein by reference from the Company's Quarterly Report on Form 10-Q filed May 4, 2018).
10.40†	Amended and Restated 2017 Equity Incentive Plan (previously filed with the SEC as an Exhibit to and incorporated herein by reference from the Company's Quarterly Report on Form 10-Q filed May 7, 2020).
10.41†	Form of Board Restricted Stock Award Agreement (in lieu of cash retainer) under Amended and Restated 2017 Equity Incentive Plan (previously filed with the SEC as an Exhibit to and incorporated herein by reference from the Company's Quarterly Report on Form 10-Q filed May 7, 2020).
10.42†	Form of Board RSU Agreement (annual) under Amended and Restated 2017 Equity Incentive Plan (previously filed with the SEC as an Exhibit to and incorporated herein by reference from the Company's Quarterly Report on Form 10-Q filed May 7, 2020).
10.43†	Form of Board RSU Agreement (in lieu of cash retainer) under Amended and Restated 2017 Equity Incentive Plan (previously filed with the SEC as an Exhibit to and incorporated herein by reference from the Company's Quarterly Report on Form 10-Q filed May 7, 2020).
10.44†	Form of Performance-Vest Restricted Stock Award Agreement under Amended and Restated 2017 Equity Incentive Plan (previously filed with the SEC as an Exhibit to and incorporated herein by reference from the Company's Quarterly Report on Form 10-Q filed May 7, 2020).
10.45†	Form of Time-Vest Restricted Stock Award Agreement under Amended and Restated 2017 Equity Incentive Plan (previously filed with the SEC as an Exhibit to and incorporated herein by reference from the Company's Quarterly Report on Form 10-Q filed May 7, 2020).
10.46†	Form of Stock Option Agreement under Amended and Restated 2017 Equity Incentive Plan (previously filed with the SEC as an Exhibit to and incorporated herein by reference from the Company's Quarterly Report on Form 10-Q filed May 7, 2020).

Exhibit No.	Description
10.47++	Supply Agreement, between Cardiovascular Systems, Inc. and Abrasive Technology, Inc, effective June 19, 2020 (previously filed with the SEC as an Exhibit to and incorporated herein by reference from the Company's Annual Report on Form 10-K filed August 20, 2020).
10.48++	Amendment to Purchasing Agreement, effective October 1, 2020, between Cardiovascular Systems, Inc. and Healthtrust Purchasing Group, L.P. (previously filed with the SEC as an Exhibit to and incorporated herein by reference from the Company's Quarterly Report on Form 10-Q filed November 5, 2020).
10.49	Fourth Amendment to Build-to-Suit Lease, between Welcome Development Properties, LLC (as successor-in-interest to Pearland Economic Development Corporation) and Cardiovascular Systems, Inc. dated December 18, 2020 (previously filed with the SEC as an Exhibit to and incorporated herein by reference from the Company's Quarterly Report on Form 10-Q filed February 4, 2021).
10.50†	Amended and Restated 2017 Equity Incentive Plan, as amended (previously filed with the SEC and incorporated by reference to Exhibit A of the Company's Definitive Proxy Statement on Schedule 14A filed September 29, 2021).
10.51†	Transition Agreement, dated December 16, 2021, by and between the Company and David Whitescarver (previously filed with the SEC as an Exhibit to and incorporated herein by reference from the Company's Quarterly Report on Form 10-Q filed February 3, 2022).
10.52†	Separation Agreement, dated March 3, 2022, by and between the Company and Ryan Egeland (previously filed with the SEC as an Exhibit to and incorporated herein by reference from the Company's Quarterly Report on Form 10-Q filed May 5, 2022).
10.53	Second Amendment to Loan and Security Agreement, by and between Cardiovascular Systems, Inc. and Silicon Valley Bank, dated March 29, 2022 (previously filed with the SEC as an Exhibit to and incorporated herein by reference from the Company's Quarterly Report on Form 10-Q filed May 5, 2022).
10.54†*	Separation Agreement, dated June 6, 2022, by and between the Company and Rhonda Robb.
10.55†*	Separation Agreement, dated June 30, 2022, by and between the Company and David Whitescarver.
10.56†*	Consulting Agreement, dated July 1, 2022, by and between the Company and David Whitescarver.
10.57†*	Form of Performance-Vest Restricted Stock Award Agreement (Revenue Growth) under Amended and Restated 2017 Equity Incentive Plan
10.58†*	Form of Performance-Vest Restricted Stock Award Agreement (Total Stockholder Return) under Amended and Restated 2017 Equity Incentive Plan.
23.1*	Consent of PricewaterhouseCoopers LLP.
24.1*	Power of Attorney (included on the signature page).
31.1*	Certification of principal executive officer required by Rule 13a-14(a).
31.2*	Certification of principal financial officer required by Rule 13a-14(a).
32.1**	Section 1350 Certification of principal executive officer.
32.2**	Section 1350 Certification of principal financial officer.
101*	Financial statements from the Annual Report on Form 10-K of the Company for the year ended June 30, 2021, formatted, in Inline Extensible Business Reporting Language (XBRL): (i) the Consolidated Balance Sheets, (ii) the Consolidated Statements of Operations, (iii) the Consolidated Statements of Comprehensive Income, (iv) the Consolidated Statements of Changes in Stockholders' Equity, (v) the Consolidated Statements of Cash Flows, and (vi) the Notes to Consolidated Financial Statements.
104*	Cover page interactive data file (formatted in Inline XBRL and contained in Exhibit 101).

* Filed herewith.
** Furnished herewith.
† Compensatory plan or agreement.
+ Confidential treatment has been granted for certain portions omitted from this exhibit pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.
++ Certain portions have been omitted from this exhibit.

Item 16. ***Form 10-K Summary***

Not applicable.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

CARDIOVASCULAR SYSTEMS, INC.

Date: August 18, 2022

By: /s/ Scott R. Ward
Scott R. Ward
Chairman, President and Chief Executive Officer

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

Each person whose signature appears below constitutes and appoints Scott R. Ward and Jeffrey S. Points as the undersigned's true and lawful attorneys-in fact and agents, each acting alone, with full power of substitution and resubstitution, for the undersigned and in the undersigned's name, place and stead, in any and all amendments to this Annual Report on Form 10-K and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granted unto said attorneys-in-fact and agents, each acting alone, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all said attorneys-in-fact and agents, each acting alone, or his substitute or substitutes, may lawfully do or cause to be done by virtue thereof.

Signature	Title	Date
/s/ Scott R. Ward Scott R. Ward	Chairman, President and Chief Executive Officer (principal executive officer)	August 18, 2022
/s/ Jeffrey S. Points Jeffrey S. Points	Chief Financial Officer (principal financial and accounting officer)	August 18, 2022
/s/ Martha Goldberg Aronson Martha Goldberg Aronson	Director	August 18, 2022
/s/ William E. Cohn William E. Cohn	Director	August 18, 2022
Sachin Jain	Director	
/s/ Augustine Lawlor Augustine Lawlor	Director	August 18, 2022
/s/ Erik Paulsen Erik Paulsen	Director	August 18, 2022
/s/ Stephen Stenbeck Stephen Stenbeck	Director	August 18, 2022
/s/ Kelvin Womack Kelvin Womack	Director	August 18, 2022

FISCAL 2023 EXECUTIVE OFFICER BONUS PLAN AND EQUITY COMPENSATION

Bonus Plan

For the 12-month period ending June 30, 2023, each executive officer is eligible to receive cash incentive compensation pursuant to the Fiscal 2023 Executive Officer Bonus Plan (the "Bonus Plan"), based on the Company's achievement of revenue and adjusted EBITDA financial goals for such period. Adjusted EBITDA is defined as income from operations with stock compensation, depreciation and amortization added back into the calculation. In addition, adjusted EBITDA may be further adjusted by the Human Resources and Compensation Committee of the Board of Directors to include or exclude the events set forth in Section 7(b) of the Company's Amended and Restated 2017 Equity Incentive Plan and other unforeseen expenses. Target bonus amounts are weighted 75% for the revenue goal and 25% for the adjusted EBITDA goal. Target bonus levels as a percentage of base salary are 115% for the Chief Executive Officer, 100% for the Chief Financial Officer, 75% for the General Counsel, and 60% for the other executive officers. Depending upon the performance against the goals, participants are eligible to earn up to 200% of each of the revenue and adjusted EBITDA portions of their target bonus amount. The Bonus Plan criteria are the same for all of the executive officers.

Long-Term Incentive Plan

Each executive officer received grants of restricted stock under the fiscal 2023 long-term incentive plan on August 15, 2022. The restricted stock grants were based on a target equity percentage of each executive officer's base salary, with 40% of such target amount allocated to time-vesting restricted stock and 60% of such target amount allocated to performance-vesting restricted stock; provided, that the performance-vesting restricted stock was granted to each executive officer at 200% of the target number of shares allocated to performance-vesting restricted stock, and any shares not earned will be forfeited upon confirmation of performance achievement. Target equity grants as a percentage of base salary are 450% for the Chief Executive Officer, 200% for the Chief Financial Officer, 150% for the General Counsel, and 125% for the other executive officers.

The time-vesting restricted stock grants will vest in equal installments of 1/3 in August 2023, 2024 and 2025. Half of the performance-vesting restricted stock grants will vest based on the Company's total shareholder return relative to total shareholder return of the Company's peer group (as determined by the Human Resources and Compensation Committee of the Board of Directors), as measured by the closing prices of the Company's stock and the peer group members for the 90 trading days preceding July 1, 2022 compared to the closing prices of the Company's stock and the stock of the peer group members for the 90 trading days preceding July 1, 2025. The other half of the performance-vesting restricted stock grants will vest based on the Company's average annual revenue growth in the three-year period beginning on July 1, 2022. Vesting of the performance-vesting shares will be determined on the date that the Company's Form 10-K for the fiscal year ending June 30, 2025 is filed.

Exhibit 10.3

FISCAL 2023 DIRECTOR COMPENSATION ARRANGEMENTS

For the 12 month period ending June 30, 2023, each non-employee director of Cardiovascular Systems, Inc. will receive the following compensation:

- Retainers of $50,000 for service as a Board member; $22,000 for service as the chair of the Audit committee; $20,000 for service as a chair of a Board committee other than the Audit committee; $10,000 for service as a member of a Board committee; and $1,200 per Board or committee meeting attended in the event that more than 12 of such meetings are held during the period. Directors may irrevocably elect, in advance of the fiscal year, to receive these fees in cash, in common stock of the Company or a combination thereof, or in restricted stock units ("RSUs"). Each director electing to receive fees in RSUs shall at the time of such election also irrevocably select the date of settlement of the RSU. On the settlement date, RSUs may be settled, at the Company's discretion, in cash or in shares of common stock or a combination thereof.

- An RSU award with a value of $150,000 payable, in the Company's discretion, in cash or in shares of common stock. The Company will provide for the RSU payment, whether paid in cash or shares of common stock, to be made (in a lump sum if paid in cash) within 30 days following the six-month anniversary of the termination of the director's Board membership.

In addition, the Lead Independent Director of the Board receives an additional annual retainer of $40,000, and may irrevocably elect, in advance of the fiscal year, to receive this retainer in cash, in common stock of the Company or a combination thereof, or in RSUs. The non-employee members of the Board are also reimbursed for travel, lodging and other reasonable expenses incurred in attending Board or committee meetings.

Exhibit 10.54

June 6, 2022

Via Email

Personal and Confidential

To: Rhonda Robb

Re: Separation Agreement and Release

Dear Rhonda:

As you know, your employment with Cardiovascular Systems, Inc. ("CSI") will end effective at the close of business on June 6, 2022 (the "Separation Date). The purpose of this Separation Agreement and Release letter ("Agreement") is to set forth the Salary Continuation Benefits and other benefits CSI will provide to you in exchange for your agreement to the terms and conditions of this Agreement. Capitalized terms used but not otherwise defined in this Agreement will have the meaning set forth in CSI's Executive Officer Severance Plan dated August 22, 2018 (the "Executive Officer Severance Plan"). Please note that while we are giving this Agreement to you now for review, you may not execute this Agreement before your Separation Date.

By your signature below, you agree to the following terms and conditions:

1. End of Employment. Your employment with CSI will end effective at the close of business on the Separation Date. By signing below, you agree that as of the Separation Date you will be deemed to have also automatically resigned from all positions with CSI, if and as applicable. Upon your receipt of your final paycheck for services through the Separation Date, you will have received all wages, salary, bonuses, commissions and compensation owed to you by virtue of your employment with CSI or separation therefrom. If applicable, information regarding your right to elect COBRA coverage will be sent to you via separate letter. If elected, your COBRA period will begin July 1, 2022.

You are not eligible for any other payments or benefits by virtue of your employment with CSI or separation therefrom except for those expressly described in this Agreement. You will not receive the Salary Continuation Benefits and other benefits described in Section 2 of this Agreement if you (i) do not sign this Agreement and return it to CSI by the Offer Expiration, (ii) rescind this Agreement after signing it, or (iii) violate any of the terms and conditions set forth in this Agreement, Sections 9-13 of your Employment Agreement with CSI dated January 12, 2018 (your "Employment Agreement"), or any other written agreement in effect between you and CSI containing post-employment obligations. In addition, the benefits described in Section 2 of this Agreement shall be subject to reduction, cancellation, forfeiture, offset or recoupment as and to the extent required by the applicable provisions of any law (including without limitation Section 10D of the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder), government regulation or stock exchange listing requirement, or clawback policy or provision implemented by CSI pursuant to such law, regulation or listing requirement.

2. Salary Continuation Benefits and Other Benefits. Specifically in consideration of your signing this Agreement and subject to the limitations, obligations, and other provisions contained in this Agreement, CSI agrees as follows:

a. To pay you (or as directed by your estate in the event of your death) eighteen (18) months of Salary Continuation Benefits based on your ending Base Salary, in the gross amount of $723,337.50, less applicable deductions and withholding, to be paid to you in substantially equal installments with the first such payment to be made to you on the first administratively feasible regularly scheduled payday following the sixtieth (60^{th}) day following your Separation Date, provided the rescission periods described in Section 5 have expired without rescission, and continuing thereafter on CSI's regular payday schedule. The first payment will include "catch-up" pay for the period between your Separation Date and the first payment date.

b. You will remain eligible for a pro-rata annual bonus under the Fiscal Year 2022 bonus plan(s) in which you participated, prorated for your period of employment during such bonus period (July 1, 2021 through June 30, 2022). Bonuses under such plan will be calculated following the close of Fiscal Year 2022 and, if any bonus is owing to you thereunder, such bonus will be paid to you in a lump sum payment, less applicable deductions and withholding, within ninety (90) days after the close of Fiscal Year 2022.

c. Provided you are eligible for and timely elect COBRA coverage, CSI shall pay the monthly employer portion toward your COBRA premiums necessary to continue your health, dental and/or life insurance coverage in effect for yourself and your eligible dependents as of the Separation Date until the earliest of (A) December 31, 2023 (B) the expiration of your eligibility for the continuation coverage under COBRA or any similar applicable state law, or (C) the date on which you participate or are eligible to participate in another employer's group health insurance plan (such period from the Separation Date through the earliest of (A) through (C), the "COBRA Payment Period"). You shall timely pay your share of the COBRA premiums. Notwithstanding the foregoing, if CSI determines, in its sole discretion, that its payment of the COBRA premiums would result in a violation of the nondiscrimination rules of Section 105(h)(2) of the Code or any statute or regulation of similar effect (including but not limited to the 2010 Patient Protection and Affordable Care Act, as amended by the 2010 Health Care and Education Reconciliation Act), then in lieu of providing the COBRA premiums, CSI, in its sole discretion, may elect to instead pay you on the first day of each month of the COBRA Payment Period, a fully taxable cash payment equal to the COBRA premiums for that month, subject to applicable tax withholdings (such amount, the "Special Severance Payment"), for the remainder of the COBRA Payment Period. You may, but are not obligated to, use such Special Severance Payment toward the cost of COBRA premiums. If you participate or are eligible to participate in another group health plan or otherwise cease to be eligible for COBRA during the period provided in this clause, you must notify CSI within fifteen (15) days of such event, and all payments and obligations under this clause shall then cease.

d. To accelerate the vesting of 12,859 of your time-vested shares of CSI restricted stock that were previously granted to you that would have vested within the 12-month period following the Separation Date had you remained employed by CSI during such period such that they are deemed fully vested and not subject to any forfeiture or CSI call option as of the expiration of the rescission periods described in Section 5 below without rescission by you.

e. To provide for the vesting of up 24,157, 24,315 and 10,147 of your performance-based shares of restricted stock that were previously granted to you that may vest in accordance with the Restricted Stock Agreements – Performance-Based Vesting relating to such shares following the Separation Date; *provided*, that the performance criteria for such vesting are met as determined by CSI in accordance with the terms for such shares of restricted stock (in or around August or September 2022, 2023 and 2024 (as applicable)) such that, if and to the extent applicable, such shares will become vested and not subject to any forfeiture or CSI call option as of such determination.

3. Release of Claims. Specifically in consideration of the pay and benefits described in Section 2, to which you would not otherwise be entitled, by signing this Agreement you, for yourself and anyone who has or obtains legal rights or claims through you, agree to the following:

a. You hereby do release and forever discharge the "Released Parties" (as defined in Section 3.e. below) of and from any and all manner of claims, demands, actions, causes of action, administrative claims, liability, damages, remedies, claims for punitive or liquidated damages, claims for attorney's fees, costs and disbursements, individual or class action claims, or demands of any kind whatsoever, you have or might have against them or any of them, whether known or unknown, in law or equity, contract or tort, arising out of or in connection with your employment with CSI, or the termination of that employment, or otherwise, and however originating or existing, from the beginning of time through the date of your signing this Agreement.

b. This release includes, without limiting the generality of the foregoing, any claims you may have for, wages, salary, bonuses, commissions, penalties, deferred compensation, vacation, sick, PTO, and/or discretionary paid time off pay, separation or severance pay and/or benefits; tortious conduct, defamation, libel, slander, invasion of privacy, negligence, emotional distress; breach of implied or express contract (including, without limitation, arising under your Employment Agreement and/or the Executive Officer Severance Plan), estoppel; wrongful discharge (based on contract, common law, or statute, including any federal, state or local statute or ordinance prohibiting discrimination or retaliation in employment); violation of any of the following: the United States Constitution or the Minnesota Constitution; the Age Discrimination in Employment Act, 29 U.S.C. § 621 et seq., the Minnesota Human Rights Act, Minn. Stat. § 363A.01 et seq., Title VII of the Civil Rights Act, 42 U.S.C. § 2000e et seq., the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq., the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001 et seq., the Family and Medical Leave Act, 29 U.S.C. § 2601 et seq., the National Labor Relations Act, 29 U.S.C. § 151 et seq., the Sarbanes-Oxley Act, 15 U.S.C. § 7201 et seq.; any claim arising under Minn. Stat. Chapters 177 or 181; any claim for retaliation, including any claim for

retaliation under Minn. Stat. § 181.932 and/or Minn. Stat. Chapter 176; any claims related to whistleblower status, any claim arising under paid or unpaid sick, safe or other time off leave laws, and any claim for discrimination or harassment based on sex, race, color, creed, religion, age, national origin, marital status, familial status, sexual orientation, gender identity, disability, status with regard to public assistance, veteran or military status, genetic information, or any other legally-protected class under federal, state, county or local law. You hereby waive any and all relief not provided for in this Agreement. You understand and agree that, by signing this Agreement, you waive and release any claim to employment with CSI.

c. If you file, or have filed on your behalf, a charge, complaint, or action, you agree that the Salary Continuation Benefits and other benefits described above in Section 2 are in complete satisfaction of any and all claims in connection with such charge, complaint, or action and you waive, and agree not to take, any award of money or other damages from such charge, complaint, or action. Notwithstanding the foregoing, you do not waive your right to receive and fully retain a monetary award from a government-administered whistleblower award program, such as that administered by the Securities and Exchange Commission ("SEC"), for providing information directly to a governmental agency.

d. You are not, by signing this Agreement, releasing or waiving (1) any vested interest you may have in any 401(k) or profit sharing plan by virtue of your employment with CSI, (2) any rights or claims that may arise after the Agreement is signed by you, (3) the right to institute legal action for the purpose of enforcing the provisions of this Agreement, (4) any rights you have to workers' compensation benefits, (5) any rights you have under state unemployment compensation benefits laws, (6) the right to file a charge or complaint with a governmental agency such as the Equal Employment Opportunity Commission ("EEOC"), the National Labor Relations Board ("NLRB"), the Occupational Safety and Health Administration ("OSHA"), the SEC or any other federal, state or local governmental agency, subject to Section 3(c) above, (7) the right to communicate with, testify, assist, or participate in an investigation, hearing, or proceeding conducted by, the EEOC, NLRB, OSHA, SEC or other governmental agency, (8) any rights you have under the Consolidated Omnibus Budget Reconciliation Act ("COBRA"), (9) your rights with regard to your restricted stock awards with CSI, if any, which shall be governed by those applicable operative agreement(s), as modified by Section 2 above, (10) the right to coverage and indemnification under CSI's directors' and officers' insurance coverage as set forth in CSI's D&O insurance policy and/or applicable law in effect from time to time, or (11) any claims arising under the Indemnification Agreement between you and CSI dated January 26, 2018 (the "Indemnification Agreement"). Further, nothing in this Agreement prohibits you from reporting possible violations of law or regulation to any governmental agency or regulatory authority, including but not limited to the SEC, or from making other disclosures that are protected under the whistleblower provisions of applicable law or regulation.

e. The "Released Parties," as used in this Agreement, shall mean Cardiovascular Systems, Inc. and any parent, subsidiaries, divisions, affiliated entities, insurers, and its and their present and former officers, directors, shareholders, trustees, employees, agents,

attorneys, representatives and consultants, and the successors and assigns of each, whether in their individual or official capacities, and the current and former trustees or administrators of any pension or other benefit plan applicable to the employees or former employees of CSI, in their official and individual capacities.

4. Notice of Right to Consult Attorney and Twenty-One (21) Calendar Day Consideration Period. By signing this Agreement, you acknowledge and agree that CSI has informed you by this Agreement that (1) you have the right to consult with an attorney of your choice prior to signing this Agreement, (2) you are entitled to at least Twenty-One (21) calendar days from your receipt of this Agreement to consider whether the terms are acceptable to you, and (3) if you sign the Agreement before the end of the 21-day consideration period, it will be your voluntary decision to do so because you have decided you do not need any additional time to decide whether to sign this Agreement.

5. Notification of Rights under the Minnesota Human Rights Act (Minn. Stat. Chapter 363A) and the Federal Age Discrimination in Employment Act (29 U.S.C. § 621 et seq.). You are hereby notified of your right to rescind the release of claims contained in Section 3 with regard to claims arising under the Minnesota Human Rights Act, Minnesota Statutes Chapter 363A, within fifteen (15) calendar days of your signing this Agreement, and with regard to your rights arising under the federal Age Discrimination in Employment Act, 29 U.S.C. § 621 et seq., within seven (7) calendar days of your signing this Agreement. The two rescission periods shall run concurrently. In order to be effective, the rescission must (a) be in writing; (b) delivered to Steve Rempe, Chief Human Resources Officer, 1225 Old Highway 8 NW, St. Paul, MN 55112, by mail or email within the required period; and (c) if delivered by mail, the rescission must be postmarked within the required period, properly addressed to Steve Rempe as set forth above, and sent by certified mail, return receipt requested. You understand and agree that if you rescind any part of this Agreement in accordance with this Section 5, CSI will have no obligation to provide you the pay and benefits described in Section 2 of this Agreement and you will be obligated to return to CSI any pay and benefits already received in connection with Section 2 of this Agreement.

6. Return of Property. You acknowledge and agree that all documents and materials relating to the business of, or the services provided by, CSI are the sole property of CSI. You agree and represent that you have returned to CSI all of its property, including but not limited to, all medical device and other equipment, computers and related hardware, customer records and other documents and materials, whether on computer disc, hard drive or other form, and all copies thereof, within your possession or control, which in any manner relate to the business of, or the duties and services you performed on behalf of CSI. You agree that if after the Separation Date you discover additional CSI information or property in your possession you will promptly notify and return it to CSI.

7. Ongoing Obligations Under Your Employment Agreement. You are hereby reminded of your ongoing obligations to CSI under Paragraphs 9 – 13 of your Employment Agreement with CSI. Nothing in this Agreement or elsewhere is intended to or will be used in

any way to prevent disclosure of confidential information in accordance with the immunity provisions set forth in Section 7 of the Defend Trade Secrets Act of 2016 (18 U.S.C. § 1833(b)), meaning disclosure (i) in confidence to a government official or attorney solely for the purpose of reporting or investigating a suspected legal violation; or (ii) under seal in connection with a lawsuit (including an anti-retaliation lawsuit).

8. Cooperation. You agree that through the twelve (12) month anniversary of the Separation Date, you will respond in a timely and helpful manner via telephone or email to CSI's questions regarding your employment with CSI, such as, but not limited to, status of projects, customer matters, location of data, passwords, etc. In addition, you agree that you will cooperate and assist in the orderly transition of files and other information related to your work with CSI and, upon request, provide your assistance, knowledge, and expertise to CSI to address any problems or issues that may arise. You further agree that you will cooperate with CSI to respond to, defend, or address all claims, charges, complaints or litigation by or against CSI that has arisen or that may arise with respect to omissions, acts, transactions or other events that occurred during your employment with CSI. You also agree that you will provide truthful and accurate sworn testimony in the form of deposition, affidavit, and/or court testimony if requested by CSI. CSI will reimburse you for reasonable out-of-pocket expenses incurred as a result of your assistance unless such remuneration would be inappropriate or otherwise prohibited under the law.

9. Non-Disparagement and Confidentiality. You promise and agree not to disparage CSI, its directors, officers, shareholders, employees, products or services, and CSI agrees to instruct its Executive level employees and Board of Directors as of the Separation Date not to disparage you. You further promise and agree not to disclose or discuss, directly or indirectly, in any manner whatsoever, any information regarding either (1) the contents and terms of this Agreement, or (2) the substance and/or nature of any dispute between CSI and any employee or former employee, including yourself. Notwithstanding the foregoing, nothing in this Section 9 or this Agreement shall prohibit or limit you from discussing or disclosing this confidential information with or to your legal and financial advisors and your spouse, if applicable, provided they agree to keep the information confidential, or from freely and truthfully communicating with, with or without notice to CSI, federal and state tax authorities, the state unemployment compensation department, other government agencies, or as otherwise required or allowed by law. You acknowledge and agree that CSI has obligations to describe the contents and terms of this Agreement and file this Agreement pursuant to the rules and regulations of the SEC (as defined above).

10. Code Section 409A. It is intended that any amounts payable under the Agreement shall be exempt from or comply with the applicable requirements, if any, of Section 409A of the Internal Revenue Code of 1986, as amended, and the notices, regulations and other guidance of general applicability issued thereunder ("Code Section 409A"), and the parties will interpret the Agreement in a manner that will preclude the imposition of additional taxes and interest imposed under Code Section 409A. Any payments under this Agreement that may be excluded from Code Section 409A either as separation pay due to an involuntary separation from service or as a short-term deferral will be so excluded to the maximum extent possible. This Agreement may be

amended (as mutually determined by the parties) to the extent necessary to comply with Code Section 409A.

11. Remedies. If either party breaches any term of this Agreement, if you breach any of the specific paragraphs of your Employment Agreement referenced in this Agreement, or if either party breaches any other written agreement in effect between you and CSI, the prevailing party in any enforcement action as determined by a court of competent jurisdiction shall be entitled to its available legal and equitable remedies, including but not limited to, payment by the non-prevailing party of the prevailing party's attorneys' fees and costs incurred in connection with such action. If either party seeks and/or obtains relief from an alleged breach of this Agreement, all of the provisions of this Agreement shall remain in full force and effect.

12. Non-Admission. It is expressly understood that this Agreement does not constitute, nor shall it be construed as, an admission by CSI or you of any liability or unlawful conduct whatsoever. CSI specifically denies any liability or unlawful conduct.

13. Successors and Assigns. This Agreement is personal to you and may not be assigned by you without the written agreement of CSI, except that in the event of your death, CSI agrees to make any remaining Salary Continuation Benefits as directed by your estate. The rights and obligations of this Agreement shall inure to the successors and assigns of CSI.

14. Enforceability. If a court finds any term of this Agreement to be invalid, unenforceable, or void, the parties agree that the court shall modify such term to make it enforceable to the maximum extent possible. If the term cannot be modified, the parties agree that the term shall be severed and all other terms of this Agreement shall remain in effect.

15. Law, Jurisdiction and Venue, Jury Trial Waiver. This Agreement will be construed and interpreted in accordance with, and any dispute or controversy arising from any breach or asserted breach of this Agreement will be governed by, the laws of the State of Minnesota, without regard to any choice of law rules. Any action brought to enforce or interpret this Agreement must be brought in the state or federal courts for the State of Minnesota sitting in Hennepin County, Minnesota, and the parties hereby consent to the jurisdiction and venue of such courts in the event of any dispute. Each of the parties knowingly and voluntarily waives all right to trial by jury in any action or proceeding arising out of or relating to this Agreement or for recognition or enforcement of any judgment.

16. Full Agreement. This Agreement contains the full agreement between you and CSI and may not be modified, altered, or changed in any way except by written agreement signed by both parties. The parties agree that this Agreement supersedes and terminates any and all other written and oral agreements and understandings between the parties, except for Sections 9 - 14 of your Employment Agreement; any agreements regarding your restricted stock awards (as modified in Section 2 above); the Indemnification Agreement; and any other written agreement in effect

between you and CSI containing post-employment obligations, which shall continue in full force and effect according to their terms and shall survive the termination of your employment.

17. Counterparts. This Agreement may be executed by facsimile or electronic transmission and in counterparts, each of which shall be deemed an original and all of which shall constitute one instrument.

18. Acknowledgment of Reading and Understanding. By signing this Agreement, you acknowledge that you have read this Agreement, including the release of claims contained in Section 3, and understand that the release of claims is a full and final release of all claims you may have against CSI and the other entities and individuals covered by the release. By signing, you also acknowledge and agree that you have entered into this Agreement knowingly and voluntarily, and that CSI has informed you that you have the right to consult with an attorney of your choice prior to signing this Agreement.

As noted above, you may not sign this Agreement until June 6, 2022. The deadline for you to accept this Agreement is 5:00 p.m. June 28, 2022, which is more than 21 calendar days following your receipt of this Agreement (the "Offer Expiration"). If not accepted by the Offer Expiration, the offer contained herein will expire. After you have reviewed this Agreement and obtained whatever advice and counsel you consider appropriate regarding it, please evidence your agreement to the provisions set forth in this Agreement by dating and signing the Agreement. Please then return a signed Agreement to me no later than the Offer Expiration. Please keep a copy for your records.

Rhonda, on behalf of CSI, we thank you for your service and wish you all the best.

Sincerely,

/s/ Steve Rempe

Steve Rempe
Chief Human Resources Officer

ACKNOWLEDGMENT AND SIGNATURE

By signing below, I, Rhonda Robb, acknowledge and agree to the following:

- I have had adequate time to consider whether to sign this Separation Agreement and Release.
- I have read this Separation Agreement and Release carefully.
- I understand and agree to all of the terms of the Separation Agreement and Release.
- I am knowingly and voluntarily releasing my claims against CSI and the other persons and entities defined as the Released Parties.

- I have not, in signing this Agreement, relied upon any statements or explanations made by CSI except as for those specifically set forth in this Separation Agreement and Release.
- I intend this Separation Agreement and Release to be legally binding.
- I am signing this Separation Agreement and Release on or after my last day of employment with CSI.

Accepted this __6_ day of ___June_____, 2022.

/s/ Rhonda Robb

Rhonda Robb

Exhibit 10.55

June 30, 2022

Via Email

Personal and Confidential

David Whitescarver
[ADDRESS REDACTED]

Re: Separation Agreement and Release

Dear David:

As you know, your retirement will be effective and your employment with Cardiovascular Systems, Inc. ("CSI") will end effective at the close of business on June 30, 2022 (the "Separation Date"), due to your voluntary resignation. The purpose of this Separation Agreement and Release ("Agreement") is to set forth the separation benefits CSI agreed to offer to you per the transition letter agreement between the parties dated December 16, 2021 to facilitate a smooth transition and in exchange for your agreement to the terms and conditions of this Agreement. Please note that while we are giving this Agreement to you now for review, you may not execute this Agreement before your Separation Date.

By your signature below, you agree to the following terms and conditions:

1. End of Employment. Your employment with CSI will end effective at the close of business on the Separation Date. By signing below, you agree that as of the Separation Date your resignation is effective with respect to all positions with CSI as an employee and officer. Upon your receipt of your final paycheck for services through the Separation Date, you will have received all wages, bonuses, commissions and compensation owed to you by virtue of your employment with CSI or resignation therefrom. If applicable, information regarding your right to elect COBRA coverage will be sent to you via separate letter. If elected, your COBRA period will begin the day after your coverage ends.

You are not eligible for any other payments or benefits by virtue of your employment with CSI or resignation therefrom except for those expressly described in this Agreement. You will not receive the benefits described in Section 2 of this Agreement if you (i) do not sign this Agreement and return it to CSI by the Offer Expiration, (ii) rescind this Agreement after signing it, or (iii) violate any of the terms and conditions set forth in this Agreement, in Sections 9-13 of your Employment Agreement with CSI dated May 11, 2017 (the "Employment Agreement"), or in any other written agreement in effect between you and CSI containing post-employment obligations. In

addition, the benefits described in Section 2 of this Agreement shall be subject to reduction, cancellation, forfeiture, offset or recoupment as and to the extent required by the applicable provisions of any law (including without limitation Section 10D of the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder), government regulation or stock exchange listing requirement, or clawback policy or provision implemented by CSI pursuant to such law, regulation or listing requirement or as set forth in any agreement between you and CSI.

2. Separation Benefits. In consideration of your signing this Agreement and subject to the limitations, obligations, and other provisions contained in this Agreement, CSI agrees as follows:

a. To provide you a consulting agreement for services commencing on the first day following the Separation Date and continuing for 12 months, unless terminated earlier as set forth in such agreement, under which you will be paid $300.00 per hour. Such agreement is attached as *Exhibit A* hereto.

b. You will remain eligible for the annual bonus under the Fiscal Year 2022 bonus plan(s) in which you participated. Bonuses under such plan(s) will be calculated following the close of Fiscal Year 2022 and, if any bonus is owing to you thereunder, such bonus will be paid to you in a lump sum payment, less applicable deductions and withholding, within ninety (90) days after the close of Fiscal Year 2022.

c. To accelerate the vesting of all of your time-vested shares of CSI restricted stock that were previously granted to you such that they are deemed fully vested and not subject to any forfeiture or CSI call option as of the expiration of the rescission periods described in Section 5 below without rescission by you.

d. To provide for the vesting of your performance-based shares of restricted stock that were previously granted to you that may vest on a pro rata basis through the Separation Date in accordance with the Restricted Stock Agreement – Performance-Based Vesting relating to such shares; *provided*, that the performance criteria for such vesting are met as determined by CSI in accordance with the terms for such shares of restricted stock (in or around August or September 2022, 2023 and 2024) such that, if and to the extent applicable, such shares will vest on a pro rata basis through as of such determination.

3. Release of Claims. In consideration of the pay and benefits described in Section 2, to which you would not otherwise be entitled, by signing this Agreement you, for yourself and anyone who has or obtains legal rights or claims through you, agree to the following:

a. You hereby do release and forever discharge the “Released Parties” (as defined in Section 3.e. below) of and from any and all manner of claims, demands, actions, causes of action, administrative claims, liability, damages, remedies, claims for punitive or liquidated damages, claims for attorney’s fees, costs and disbursements, individual or class action claims, or

demands of any kind whatsoever, you have or might have against them or any of them, whether known or unknown, in law or equity, contract or tort, arising out of or in connection with your employment with CSI, or the termination of that employment, or otherwise, and however originating or existing, from the beginning of time through the date of your signing this Agreement.

b. This release includes, without limiting the generality of the foregoing, any claims you may have for wages, bonuses, commissions, penalties, deferred compensation, perquisites, reimbursements, vacation, sick, and/or PTO or discretionary PTO pay, separation pay and/or benefits, reinstatement, tortious conduct, defamation, invasion of privacy, negligence, emotional distress, including under CSI's Executive Officer Severance Plan (as amended); breach of implied or express contract (including, without limitation, arising under your Employment Agreement or CSI's Executive Officer Severance Plan (as amended)); estoppel; wrongful discharge (based on contract, common law, or statute, including any federal, state or local statute or ordinance prohibiting discrimination or retaliation in employment); violation of any of the following: the United States Constitution, the Minnesota Constitution, the Minnesota Human Rights Act, Minn. Stat. § 363A.01 et seq., Minn. Stat. § 181.932, Title VII of the Civil Rights Act, 42 U.S.C. § 2000e et seq., the Age Discrimination in Employment Act, 29 U.S.C. § 621 et seq., the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq., the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001 et seq., the Family and Medical Leave Act, 29 U.S.C. § 2601 et seq., the Equal Pay Act and Executive Order 11246, the Lilly Ledbetter Fair Pay Act of 2009, as amended, Pub. L. 111-2, the Older Workers Benefit Protection Act and Executive Order 11141, the Rehabilitation Act, as amended, 19 U.S.C. §§ 791, et seq., the Worker Adjustment and Retraining Notification Act, the Genetic Information Nondiscrimination Act of 2008, Pub. L. 110-233, 122, the National Labor Relations Act, 29 U.S.C. § 151 et seq., the Sarbanes-Oxley Act, 15 U.S.C. § 7201 et seq.; any paid sick and/or safe time law; any claim for retaliation under federal, state or local law; all waivable claims arising under Minnesota statutes; and any claim for discrimination, harassment or retaliation under federal, state or local law. You understand and agree that, by signing this Agreement, you waive and release any claim to employment with CSI.

c. If you file, or have filed on your behalf, a charge, complaint, or action, you agree that the separation benefits described above in Section 2 are in complete satisfaction of any and all claims in connection with such charge, complaint, or action and you waive, and agree not to take, any award of money or other damages from such charge, complaint, or action. Notwithstanding the foregoing, you do not waive your right to receive and fully retain a monetary award from a government-administered whistleblower award program, such as that administered by the Securities and Exchange Commission ("SEC"), for providing information directly to a governmental agency.

d. You are not, by signing this Agreement, releasing or waiving (1) any vested interest you may have in any CSI sponsored 401(k) or profit sharing plan in which you are currently a participant, (2) any rights or claims that may arise after this Agreement is signed by you, (3) the post-employment payments and benefits specifically promised to you under Sections 1 and 2 of this Agreement; (4) the right to institute legal action for the purpose of enforcing the provisions of this

Agreement, (5) any rights you have to workers' compensation benefits for work-related illness or injury, (6) any rights you have under state unemployment compensation benefits laws, (7) the right to file a charge or complaint with a governmental agency such as the Equal Employment Opportunity Commission ("EEOC"), the National Labor Relations Board ("NLRB"), the Occupational Safety and Health Administration ("OSHA"), the SEC or any other federal, state or local governmental agency, subject to Section 3(c) above, (8) the right to communicate with, testify, assist, or participate in an investigation, hearing, or proceeding conducted by, the EEOC, NLRB, OSHA, SEC or other governmental agency, (9) any rights you have under the Consolidated Omnibus Budget Reconciliation Act ("COBRA"), (10) your rights with regard to your restricted stock awards with CSI, if any, which shall be governed by those applicable operative agreement(s), as modified by Section 2 above, (11) any claims arising under the Indemnification Agreement between you and CSI dated June 1, 2017 (the "Indemnification Agreement"), or (12) the right to coverage and indemnification under CSI's directors' and officers' insurance coverage as set forth in CSI's D&O insurance policy and/or applicable law as in effect from time to time. Further, nothing in this Agreement prohibits you from reporting possible violations of law or regulation to any governmental agency or regulatory authority, including but not limited to the SEC, or from making other disclosures that are protected under the whistleblower provisions of applicable law or regulation.

e. The "Released Parties," as used in this Agreement, shall mean Cardiovascular Systems, Inc. and any parent, subsidiaries, divisions, affiliated entities, insurers, and its and their present and former officers, directors, shareholders, trustees, employees, agents, attorneys, representatives and consultants, and the successors and assigns of each, whether in their individual or official capacities, and the current and former trustees or administrators of any pension or other benefit plan applicable to the employees or former employees of CSI, in their official and individual capacities.

4. Notice of Right to Consult Attorney and Twenty-One (21) Calendar Day Consideration Period. By signing this Agreement, you acknowledge and agree that: (1) CSI is hereby advising you to consult with an attorney of your choice prior to signing this Agreement; (2) you have received at least twenty-one (21) calendar days from your receipt of this Agreement to consider whether the terms are acceptable to you; (3) if you sign the Agreement before the end of the 21-day consideration period, it will be your voluntary decision to do so because you have decided you do not need any additional time to decide whether to sign this Agreement; and (4) any changes made to this Agreement before you sign it, whether material or immaterial, will not restart the 21-day consideration period.

5. Rescission Period; Procedure for Rescinding the Release. You have the right to rescind this Agreement, including the release of claims contained in Section 3, within fifteen (15) calendar days of your signing this Agreement. In order to be effective, the rescission must (a) be in writing; (b) be delivered to Steve Rempe, Chief Human Resources Officer, 1225 Old Highway 8 NW, St. Paul, MN 55112, by hand or mail within the 15-day period; and (c) if delivered by mail, the rescission must be postmarked within the required period, properly addressed to Steve Rempe

as set forth above, and sent by certified mail, return receipt requested. You understand and agree that if you rescind any part of this Agreement in accordance with this Section 5, your resignation will remain effective but CSI will have no obligation to provide you the benefits described in Section 2 of this Agreement and you will be obligated to return to CSI any benefits already received in connection with Section 2 of this Agreement.

6. Return of Property. You acknowledge and agree that all documents and materials relating to the business of, or the services provided by, CSI are the sole property of CSI. You agree and represent that you have returned to CSI all of its property, including but not limited to, all medical device and other equipment, computers and related hardware, customer records and other documents and materials, whether on computer disc, hard drive or other form, and all copies thereof, within your possession or control, which in any manner relate to the business of, or the duties and services you performed on behalf of CSI. You agree that if after the Separation Date you discover additional CSI information or property in your possession you will promptly notify and return it to CSI.

7. Ongoing Obligations Under Your Employment Agreement. You are hereby reminded of your ongoing obligations to CSI under Paragraphs 9 - 13 of your Employment Agreement with CSI. Nothing in this Agreement or in any other agreement with you is intended to or will be used in any way to prevent disclosure of confidential information in accordance with the immunity provisions set forth in Section 7 of the Defend Trade Secrets Act of 2016 (18 U.S.C. § 1833(b)), meaning disclosure (i) in confidence to a government official or attorney solely for the purpose of reporting or investigating a suspected legal violation; or (ii) under seal in connection with a lawsuit (including an anti-retaliation lawsuit).

8. Cooperation. You agree that through the 12-month anniversary of the Separation Date, you will respond in a timely and helpful manner via telephone or email to CSI's questions regarding your employment with CSI, such as, but not limited to, status of projects, customer matters, location of data, passwords, etc. In addition, you will cooperate and assist in the orderly transition of files and other information related to your work with CSI and, upon CSI's request, provide your assistance, knowledge, and expertise to CSI to address any problems or issues that may arise. You further agree that at any time following the Separation Date you will cooperate with CSI to respond to, defend, or address all claims, charges, complaints or litigation by or against CSI that has arisen or that may arise with respect to omissions, acts, transactions or other events that occurred during your employment with CSI. You also agree that you will provide truthful and accurate sworn testimony in the form of deposition, affidavit, and/or court testimony if requested by CSI. CSI will reimburse you for reasonable out-of-pocket expenses incurred as a result of your assistance unless such remuneration would be inappropriate or otherwise prohibited under the law.

9. Non-Disparagement and Confidentiality. You promise and agree not to disparage CSI, its directors, officers, shareholders, employees, products or services, and CSI agrees to instruct its Executive level employees as of the Separation Date not to disparage you, either orally or in writing. You further promise and agree not to disclose or discuss, directly or indirectly, in any

manner whatsoever, any information regarding either (1) the contents and terms of this Agreement, or (2) the substance and/or nature of any dispute between CSI and any employee or former employee, including yourself. Notwithstanding the foregoing, nothing in this Section 9 or this Agreement shall prohibit or limit you from discussing or disclosing this confidential information with or to your legal and financial advisors and your spouse, if applicable, provided they agree to keep the information confidential, or from freely and truthfully communicating with, with or without notice to CSI, federal and state tax authorities, the state unemployment compensation department, other government agencies, or as otherwise required or allowed by law. You acknowledge and agree that CSI has obligations to describe the contents and terms of this Agreement and file this Agreement pursuant to the rules and regulations of the SEC (as defined above).

10. Code Section 409A. It is intended that any amounts payable under the Agreement shall be exempt from or comply with the applicable requirements, if any, of Section 409A of the Internal Revenue Code of 1986, as amended, and the notices, regulations and other guidance of general applicability issued thereunder ("Code Section 409A"), and the parties will interpret the Agreement in a manner that will preclude the imposition of additional taxes and interest imposed under Code Section 409A. Any payments under this Agreement that may be excluded from Code Section 409A either as separation pay due to an involuntary separation from service or as a short-term deferral will be so excluded to the maximum extent possible. Payments hereunder that are paid in installments shall be deemed separate payments for purposes of Code Section 409A. This Agreement may be amended (as mutually determined by the parties) to the extent necessary to comply with Code Section 409A.

11. Remedies. If either party breaches any term of this Agreement, if you breach any of the specific paragraphs of your Employment Agreement referenced in this Agreement that continue in effect following the Separation Date, or if either party breaches any other written agreement in effect between you and CSI, the prevailing party in any enforcement action as determined by a court of competent jurisdiction shall be entitled to its available legal and equitable remedies, including but not limited to, in the case of your breach, CSI suspending and recovering any and all payments and benefits made or to be made under Section 2 of this Agreement, and payment by the non-prevailing party of the prevailing party's attorneys' fees and costs incurred in connection with such action. If either party seeks and/or obtains relief from an alleged breach of this Agreement, all of the provisions of this Agreement shall remain in full force and effect. This paragraph shall not apply to a claim brought by you challenging the enforceability of the release of claims under the Age Discrimination in Employment Act or Older Workers Benefit Protection Act.

12. Non-Admission. It is expressly understood that this Agreement does not constitute, nor shall it be construed as, an admission by CSI or you of any liability or unlawful conduct whatsoever. CSI and you specifically deny any liability or unlawful conduct. Additionally, by signing this Agreement you acknowledge and agree that you are not aware, to the best of your knowledge, of any conduct, on your part or on the part of another employee at CSI, that violated CSI's code of conduct, applicable policies and procedures, or applicable law or otherwise

exposed CSI to any liability, whether criminal or civil, and whether to any government, individual or other entity. Further, you acknowledge and agree that you are not aware of any material violations by CSI and/or any of the Released Parties or employees of CSI of any statute, regulation or other rules that have not been addressed by CSI through appropriate compliance and/or corrective action.

13. Successors and Assigns. This Agreement is personal to you and may not be assigned by you without the written agreement of CSI. The rights and obligations of this Agreement shall inure to the successors and assigns of CSI.

14. Enforceability. If a court finds any term of this Agreement to be invalid, unenforceable, or void, the parties agree that the court shall modify such term to make it enforceable to the maximum extent possible. If the term cannot be modified, the parties agree that the term shall be severed and all other terms of this Agreement shall remain in effect.

15. Law, Jurisdiction and Venue, Jury Trial Waiver. This Agreement will be construed and interpreted in accordance with, and any dispute or controversy arising from any breach or asserted breach of this Agreement will be governed by, the laws of the State of Minnesota, without regard to any choice of law rules. Any action brought to enforce or interpret this Agreement must be brought in the state or federal courts for the State of Minnesota sitting in Hennepin County, Minnesota, and the parties hereby consent to the jurisdiction and venue of such courts in the event of any dispute. Each of the parties knowingly and voluntarily waives all right to trial by jury in any action or proceeding arising out of or relating to this Agreement or for recognition or enforcement of any judgment.

16. Full Agreement. This Agreement contains the full agreement between you and CSI and may not be modified, altered, or changed in any way except by written agreement signed by both parties. The parties agree that this Agreement supersedes and terminates any and all other written and oral agreements and understandings between the parties, except for Sections 9 - 14 of your Employment Agreement; the Indemnification Agreement; any agreements regarding your restricted stock awards (as modified in Section 2 above); the Cash Settled Performance Unit Agreements between you and CSI (as modified in Section 2 above); and any other written agreement in effect between you and CSI containing post-employment obligations, which shall continue in full force and effect according to their terms and shall survive the termination of your employment.

17. Counterparts. This Agreement may be executed by facsimile or electronic transmission and in counterparts, each of which shall be deemed an original and all of which shall constitute one instrument.

18. Acknowledgments. By signing this Agreement, you acknowledge and agree that:

a. you have read and understand this Agreement, including the release of claims contained in Section 3, and you understand that the release of claims is a full and final release of all claims you may have against CSI and the other entities and individuals covered by the release;

b. you have entered into this Agreement knowingly and voluntarily;

c. CSI has advised you to consult with an attorney of your choice prior to signing this Agreement; and

d. the benefits described in Section 2 are a fair compromise for the release of claims contained in Section 3 and are in addition to anything of value that you would be entitled to receive from CSI if you did not sign this Agreement or if you rescinded the Agreement.

As noted above, you may not sign this Agreement prior to the Separation Date. The deadline for you to accept this Agreement is 5:00 p.m. on July 22, 2022, which is more than 21 calendar days following your receipt of this Agreement (the "Offer Expiration"). If not accepted by the Offer Expiration, the offer contained herein will expire. After you have reviewed this Agreement and obtained whatever advice and counsel you consider appropriate regarding it, please evidence your agreement to the provisions set forth in this Agreement by dating and signing the Agreement below. Please then return a signed Agreement to me no later than the Offer Expiration. Please keep a copy for your records.

David, on behalf of CSI, we thank you for your service and wish you all the best.

Sincerely,

/s/ Steve Rempe

Steve Rempe
Chief Human Resources Officer

ACKNOWLEDGMENT AND SIGNATURE

By signing below, I, David Whitescarver, acknowledge and agree to the following:

- I have read this Separation Agreement and Release carefully.
- I understand and agree to all of the terms of the Separation Agreement and Release.
- I am knowingly and voluntarily releasing my claims against CSI and the other persons and entities defined as the Released Parties.
- I have not, in signing this Agreement, relied upon any statements or explanations made by CSI except as for those specifically set forth in this Separation Agreement and Release.
- I intend this Separation Agreement and Release to be legally binding.
- I am signing this Separation Agreement and Release on or after my last day of employment with CSI.

Accepted this _30_ day of ___June_____, 2022.

/s/ David Whitescarver

David Whitescarver

CONSULTING AGREEMENT

EFFECTIVE DATE: July 1, 2022

PARTIES: Cardiovascular Systems, Inc. ("CSI")
1225 Old Highway 8 NW
St. Paul, MN 55112

David Whitescarver ("Consultant")
[ADDRESS REDACTED]

RECITAL:

CSI and Consultant desire to enter into an arrangement by which Consultant will provide consulting services to CSI pursuant to the terms and conditions contained in this Agreement.

AGREEMENT:

In consideration of the mutual benefits contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Term. This Agreement will be effective as of the Effective Date set forth above and will continue for 12 months, unless earlier terminated as provided in paragraph 8 herein. This Agreement may be renewed as mutually agreed upon in writing between the parties.

2. Services. During the Consulting Period, Consultant will provide his expertise and knowledge to CSI from time to time and at such locations as mutually agreed upon by Consultant and CSI from time to time (the "Services"); provided, however, that in no event shall such services be greater than 20 hours per month (which is less than twenty percent (20%) of the level of services performed by Consultant for CSI over the 36-month period ending on June 30, 2022). Consultant will have primary control over the means and manner of performing the Services but will perform the Services in a quality and efficient manner in accordance with the reasonable requirements of CSI and will respond promptly to requests. Consultant understands that CSI will not provide Consultant any training for Consultant's performance of the Services under this Agreement. CSI understands that Consultant may provide services to other entities during the Consulting Period, provided Consultant complies with this Agreement and Sections 9-14 of his Employment Agreement with CSI dated May 11, 2017 (the "Prior Employment Agreement"). Consultant will provide all materials, equipment and supplies necessary to perform the Services.

3. Payment. Payment to Consultant for the Services will be $300.00 per hour. Consultant will invoice CSI for such Services following completion of such Services and any pre-approved expenses incurred. Invoices will be paid within 30 days of receipt.

4. Ownership. Consultant hereby acknowledges that all information, enhancements, alterations, modifications, improvements, discoveries, ideas, processes, designs, trade secrets or other useful technical information or know how relating to CSI's products, devices, processes or procedures, or otherwise prepared for the benefit of CSI or its customers (the "Works") developed or suggested by Consultant will be "works made for hire" (as defined in 17 U.S.C. §101 (1976), as amended) for CSI, and as such will be the exclusive property of CSI. If any Work is held not to be "work made for hire," Consultant hereby assigns to CSI all of his right, title and interest in such Work. Consultant hereby assigns to CSI all of his right, title and interest in the Works. Consultant will give all assistance that CSI reasonably requires to perfect, protect and use CSI's rights to the Works. In particular, Consultant will sign all documents, do all things and supply all information that CSI may reasonably deem necessary or desirable to enable CSI to obtain patent, copyright or trademark protection for the Works anywhere in the world. Consultant warrants that he has the right to use any copyrightable materials used by Consultant under this Agreement or otherwise in connection with the Services and that no rights of others are infringed by his work hereunder.

5. Consultant's Inventions. All information disclosed by Consultant to CSI during the Consulting Period will be presumed to be developed and disclosed pursuant to the terms of this Agreement and will belong to CSI as provided in paragraph 4 above. If Consultant has developed an idea or invention that he considers to be Consultant's property but that he wants to disclose to CSI for consideration for development, Consultant must clearly identify such information as being owned by him prior to disclosure to CSI and a separate CSI disclosure document will be executed by CSI prior to disclosure of such ideas and/or invention by Consultant.

6. Confidential Information.

a. For purposes of this Agreement, "Confidential Information" means any information or computation of information not generally known that is proprietary to CSI and includes, without limitation, all trade secrets, inventions and information contained in or relating to CSI's product development and designs, tolerances, manufacturing methods, processes, techniques, composition of products, plant default, tooling, marketing plans or proposals, strategies, research and development activities and plans, clinical research activities, data and plans, customer information, sales information, financial information, clinical information, corporate development and financing matters, intellectual property, and all Works.

b. Nondisclosure. During the Consulting Period and thereafter, Consultant will hold the Confidential Information in strictest of confidence and will not, without the prior written authorization of CSI, divulge, disclose, transfer, convey, communicate or make accessible to any person or use in any way the Confidential Information for any reason including the Consultant's own or another's benefit or permit the same to be used in competition with CSI. Notwithstanding anything to the contrary in this Agreement or otherwise, nothing will limit Consultant's rights under applicable law to provide truthful information to any governmental entity or to file a charge with or participate in an investigation conducted by any governmental entity. Furthermore, Consultant is hereby notified that the immunity provisions in Section 1833 of title 18 of the United States Code provide that an individual cannot be held criminally or civilly liable under any federal or state trade secret law for any disclosure of a trade secret that is made (1) in

confidence to federal, state or local government officials, either directly or indirectly, or to an attorney, and is solely for the purpose of reporting or investigating a suspected violation of the law, (2) under seal in a complaint or other document filed in a lawsuit or other proceeding, or (3) to his attorney in connection with a lawsuit for retaliation for reporting a suspected violation of law (and the trade secret may be used in the court proceedings for such lawsuit) as long as any document containing the trade secret is filed under seal and the trade secret is not disclosed except pursuant to court order.

c. Insider Trading Restrictions. Consultant acknowledges that he is aware, and that he has been advised, that United States securities laws prohibit any person having material, non-public information about a company from purchasing or selling securities of that company.

7. Independent Contractor. Consultant is and will remain an independent contractor and is not and will not be deemed to be an employee of CSI. CSI will not treat Consultant as an employee for federal, state, or local tax purposes or for any other purpose. CSI will not withhold or pay payroll or employment taxes of any kind with respect to any amounts that Consultant is paid under this Agreement, including, but not limited to, FICA, FUTA, federal and state personal income tax, state disability insurance tax, and state unemployment insurance benefits tax. Consultant is personally responsible for making all filings with and payments to the Internal Revenue Service and state and local taxing authorities as are appropriate to Consultant's status as an independent contractor and Consultant's employees or other business operations. CSI has not obtained and will not obtain workers' compensation insurance for Consultant. Consultant will comply with the workers' compensation laws with respect to Consultant, if applicable. Consultant understands that he is not entitled to unemployment benefits or any other benefits normally afforded to an employee of CSI due to his status as an independent contractor. Consultant will have no authority or right under any circumstance whatsoever to incur any indebtedness in the name of CSI, or otherwise to bind or purport to bind CSI in any manner or thing whatsoever. Consultant will comply with all federal, state, and local laws, and rules and regulations that now apply or may in the future apply to Consultant. Neither this Agreement nor the relationship between the parties constitutes a partnership, franchise or joint venture. Consultant will be solely and entirely responsible for Consultant's acts in performing Services under this Agreement.

8. Termination. This Agreement may be terminated prior to the expiration of its term pursuant to any of the following provisions:

a. By either party upon delivery of 30 day written notice;

b. By either party, effective immediately upon delivery of written notice to the other party, if the other party breaches any of its obligations under this Agreement; provided, that, if such breach is curable, such notice will not be effective until the breaching party fails to correct such breach or default within a period of 15 days after delivery of such written notice;

c. By either party, effective immediately upon delivery of written notice to the other party, if the other party (i) ceases to conduct business, (ii) files a voluntary petition

for bankruptcy, (iii) applies for the appointment of a receiver or trustee for substantially all of its property or assets or permits the appointment of any such receiver or trustee who is not discharged within 30 days of such appointment, (iv) becomes unable to pay its debts as they become due, or (v) makes a general assignment for the benefit of its creditors; or

d. By CSI, effective immediately upon delivery of written notice to Consultant, in the event of Consultant's breach of Sections 9-14 of the Prior Employment Agreement or the Separation Agreement and Release, dated June 30, 2022 (the "Separation Agreement"); provided, that, if such breach is curable, such notice will not be effective unless Consultant has failed to correct such breach within a period of 30 days after delivery of a written cure notice from CSI.

e. Immediately and automatically in the event of and upon Consultant's death.

f. Without any limiting any other obligation of Consultant under this Agreement, upon termination or expiration of this Agreement, Consultant will deliver to CSI all completed Services and deliverables (whether in whole or in part), through the date of termination or expiration. Subject to any right to reduce or suspend payment, CSI will pay Consultant the undisputed fees for the Services satisfactorily performed through the date of termination or expiration of this Agreement.

9. Consultant Obligations, Representations and Warranties.

a. Compliance with Laws. Consultant will perform the Services in accordance with all applicable laws, rules and regulations.

b. Compliance with Policies. Consultant will comply with all applicable CSI policies, procedures, and CSI's Code of Ethics and Business Conduct, and will attend all training requested by CSI, at CSI's expense, with respect to such policies, codes and procedures.

c. Information Technology. If the Consultant uses CSI's information technology equipment, is granted access to any CSI information technology systems, or is granted a CSI email address, Consultant will (i) comply with CSI's then current Information Technology policies and procedures, (ii) sign and comply with any CSI user or access agreements, (iii) comply with any information technology licenses granted to CSI by third parties, and (iv) certify his compliance with CSI's Code of Ethics and Business Conduct.

10. General Provisions.

a. Entire Agreement. This Agreement represents the only agreement between the parties concerning the subject matter hereof and supersedes all prior agreements, whether written or oral, relating hereto. For the avoidance of doubt, the parties acknowledge and agree that this Agreement does not supersede or modify the Separation Agreement or Sections 9-14 of the Prior Employment Agreement, which will remain in effect in accordance with their terms.

b. Modification and Waiver. No purported amendment, modification or waiver of any provision of this Agreement will be binding on the parties hereto unless set forth in a written document signed by all parties (in the case of amendments or modifications) or by the party to be charged thereby (in the case of waivers). Any waiver will be limited to the circumstance or event specifically referenced in the written waiver document and will not be deemed to be a waiver of any other provision of this Agreement or of the same circumstance or event upon any recurrence thereof.

c. Assignment. This Agreement will be binding upon and inure to the benefit of the parties to this Agreement and their successors and assigns; provided, that the rights and obligations of Consultant under this Agreement may not be assigned, by operation of law or otherwise, without the prior written consent of CSI.

d. Notices. All notices provided for herein must be in writing and will be deemed validly given when received if delivered personally, by fax or when deposited in the U.S. mail for delivery by certified mail.

e. Severability. If any term of this Agreement is deemed unenforceable, void, voidable, or illegal, such unenforceable, void, voidable, or illegal term will be deemed severable from all other terms of this Agreement, and this Agreement, as amended, will otherwise continue in full force and effect.

f. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Minnesota.

g. No Conflicts. Consultant represents and warrants that Consultant is not and will not be bound by any non-compete, code of conduct or other agreement from a current or prior employer, individual or entity that is or would be inconsistent or in conflict with this Agreement or would prevent, limit or impair in any way the performance by Consultant of his obligations hereunder.

The parties have executed this Agreement in a manner appropriate to each to be effective as of the date set forth on the first page hereof.

CARDIOVASCULAR SYSTEMS, INC.

By: /s/ Steve Rempe
Name: Steve Rempe
Title: Chief Human Resources Officer

CONSULTANT
By: /s/ David Whitescarver
Name: David Whitescarver

RESTRICTED STOCK AGREEMENT
PERFORMANCE-BASED VESTING
(REVENUE GROWTH)

CARDIOVASCULAR SYSTEMS, INC.
2017 EQUITY INCENTIVE PLAN

CARDIOVASCULAR SYSTEMS, INC., a Delaware corporation (the "Company") has engaged Morgan Stanley Smith Barney LLC ("MSSB") to maintain an online system to provide secure account access to participants receiving grants (each, a "Participant") under the Company's Amended and Restated 2017 Equity Incentive Plan (as the same may be amended from time to time, the "Plan"). Each Participant has an online account with MSSB with an award summary (the "Award Summary") disclosing the date of the award, the number of shares subject to each award and conditions of the vesting of the award. This Agreement sets forth terms and conditions applicable to those awards set forth in the Award Summary that are subject to performance-based vesting.

W I T N E S E T H:

WHEREAS, the Participant is, on the date of grant set forth in the Award Summary, a key employee, officer or director of, or a consultant or advisor to, the Company or a Subsidiary of the Company; and

WHEREAS, the Company wishes to grant a restricted stock award to the Participant for shares of the Company's Common Stock pursuant to the Plan; and

WHEREAS, the Administrator of the Plan has authorized the grant of a restricted stock award to the Participant.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the parties hereto agree as follows:

1. **Grant of Restricted Stock Award**. The Company hereby grants to the Participant on the date set forth in the Award Summary a restricted stock award (the "Award") for the number of shares of Common Stock set forth in the Award Summary on the terms and conditions set forth in the Award Summary and this Agreement, which shares are subject to adjustment pursuant to Section 15 of the Plan. The Company shall cause an entry to be made in the books of the Company or its designated agent representing such shares of Common Stock in the Participant's name. Upon request, the Company shall cause to be issued one or more stock certificates representing such shares of Common Stock in the Participant's name, and shall hold such certificate until such time as the risk of forfeiture and other transfer restrictions set forth in this Agreement have lapsed with respect to the shares represented by the certificate. The Company may also place a legend in such book entry or on such certificates describing the risks of forfeiture and other transfer restrictions set forth in this Agreement providing for the cancellation of such certificates if the shares of Common Stock are forfeited as provided in Section 2 below. Until such risks of forfeiture have lapsed or the shares subject to this Award have been forfeited pursuant to Section 2 below, the Participant shall be entitled to vote the

shares represented by such stock certificates, but the Participant shall not have any other rights as a stockholder with respect to such shares.

2. **Vesting of Restricted Stock**. For purposes of determining whether the shares of Common Stock subject to this Award shall be forfeited by the Participant or vested upon the lapse of the risks of forfeiture, the following definitions shall apply:

a. "Annual Revenue Growth" means, for each full fiscal year in the Performance Period, the percentage increase in revenue reported in the audited financial statements included in the Company's annual report on Form 10-K for such full fiscal year ending on June 30, compared to the revenue reported in the audited financial statement included in the Company's annual report on Form 10-K for the preceding fiscal year.

b. "Average Annual Revenue Growth" means the sum of the Annual Revenue Growth for each year in the Performance Period, divided by three.

c. "Performance Period" means the period beginning on the July 1 immediately preceding the date of the Award and ending on the June 30 immediately following the second anniversary of the date of the Award.

d. "Determination Date" shall mean the date the Company's annual report on Form 10-K for the fiscal year ending on the June 30 immediately following the second anniversary of the date the Award is filed with the Securities and Exchange Commission.

The shares of Common Stock subject to this award (the "Shares") shall vest or be forfeited as of the Determination Date based on the Company's Annual Revenue Growth in the Performance Period, according to the following parameters:

Threshold	Target	Maximum
%	%	%

If the Company's Average Annual Revenue Growth is less than the Threshold, the Participant shall forfeit all of the Shares on the Determination Date. If the Company's Average Annual Revenue Growth is equal to or greater than the Threshold, but less than or equal to the Target, the risks of forfeiture shall lapse on the Determination Date with respect to a pro rata portion of the Shares for each percentage point (or fraction thereof) from the Threshold to the Target, such that the risks of forfeiture shall lapse with respect to 50% of the Shares if the Company's Average Annual Revenue Growth is equal to the Target. If the Average Annual Revenue Growth is greater than the Target, the risks of forfeiture shall lapse on the Determination Date with respect to 50% of the Shares, plus a pro rata portion of the remaining Shares for each percentage point (or fraction thereof) above the Target to the Maximum, such that the risks of forfeiture shall lapse with respect to 100% of the Shares if the Company's Average Annual Revenue Growth is equal to the Maximum.

Notwithstanding anything in the Plan, the Award Summary or this Agreement to the contrary, the Shares will become fully vested upon a Change of Control.

3. **Termination of Employment or Other Relationship.** Unless the Executive Severance Plan provides for vesting that is more beneficial to the Participant (in which case the Executive Severance Plan will control), if the Participant's employment or other relationship with the Company (or a Subsidiary of the Company) ceases at any time prior to the Determination Date for any reason, other than for cause but including the Participant's voluntary resignation or retirement, the Participant shall be entitled to receive a fraction of the shares that Participant would have been entitled to receive pursuant to Section 2 above if such employment or other relationship had not ceased, which fraction shall have a numerator equal to the number of full months in the Performance Period that Participant was employed by, or maintained a relationship with, the Company, and a denominator equal to 36. The Participant shall on the Determination Date forfeit all other Shares subject to this Award.

4. **General Provisions**.

a. **Employment or Other Relationship**. This Agreement shall not confer on the Participant any right with respect to continuation of employment or other relationship by the Company, nor will it interfere in any way with the right of the Company to terminate such employment or relationship. Nothing in this Agreement shall be construed as creating an employment or service contract for any specified term between Participant and the Company.

b. **280G Limitations**. Notwithstanding anything in the Plan, this Agreement or in any other agreement, plan, contract or understanding entered into from time to time between Participant and the Company or any of its Subsidiaries to the contrary (except an agreement that expressly modifies or excludes the application of this Paragraph 4(b)), the lapse of the risks of forfeiture of this Award shall not be accelerated in connection with a Change of Control to the extent that such acceleration, taking into account all other rights, payments and benefits to which Participant is entitled under any other plan or agreement, would constitute a "parachute payment" or an "excess parachute payment" for purposes of Sections 280G and 4999 of the Internal Revenue Code of 1986, as amended, or any successor provisions, and the regulations issued thereunder; provided, however, that the Administrator, in its sole discretion and in accordance with applicable law, may modify or exclude the application of this Paragraph 4(b).

c. **Securities Law Compliance**. Participant shall not transfer or otherwise dispose of the shares of Common Stock received pursuant to this Agreement until such time as counsel to the Company shall have determined that such transfer or other disposition will not violate any state or federal securities laws. The Participant may be required by the Company, as a condition of the effectiveness of this restricted stock award, to provide any written assurances that are necessary or desirable in the opinion of the Company and its counsel to ensure the issuance complies with the applicable securities laws, including that all Common Stock subject to this Agreement shall be held until such time that such Common Stock is registered and freely tradable under applicable state and federal securities laws, for Participant's own account without a view to any further distribution thereof, that the book entries or certificates (as applicable) for such shares shall bear an appropriate legend or notation to that effect and that such shares will be

not transferred or disposed of except in compliance with applicable state and federal securities laws.

d. **Mergers, Recapitalizations, Stock Splits, Etc.** Except as otherwise specifically provided in any employment, change of control, severance or similar agreement executed by the Participant and the Company, pursuant and subject to Section 15 of the Plan, certain changes in the number or character of the shares of capital stock of the Company (through sale, merger, consolidation, exchange, reorganization, divestiture (including a spin-off), liquidation, recapitalization, stock split, stock dividend, or otherwise) shall result in an adjustment, reduction, or enlargement, as appropriate, in the number of shares subject to this Award (i.e., Participant shall have such "anti-dilution" rights under the Award with respect to such events, but, subject to the Administrator's discretion, shall not have any "preemptive" rights). Any additional shares that are credited pursuant to such adjustment shall be subject to the same restrictions as are applicable to the shares with respect to which the adjustment relates.

e. **Shares Reserved**. The Company shall at all times during the term of this Award reserve and keep available such number of shares as will be sufficient to satisfy the requirements of this Agreement.

f. **Withholding Taxes**. To permit the Company to comply with all applicable federal and state income tax laws or regulations, the Company may take such action as it deems appropriate to ensure that, if necessary, all applicable federal and state payroll, income or other taxes attributable to this Award are withheld from any amounts payable by the Company to the Participant. If the Company is unable to withhold such federal and state taxes, for whatever reason, the Participant hereby agrees to pay to the Company an amount equal to the amount the Company would otherwise be required to withhold under federal or state law prior to the transfer of any certificates for the shares of Common Stock subject to this Award. Subject to such rules as the Administrator may adopt, the Administrator may, in its sole discretion, permit Participant to satisfy such withholding tax obligations, in whole or in part, by delivering shares of Common Stock, including shares of Common Stock received pursuant to this Award, having a Fair Market Value, as of the date the amount of tax to be withheld is determined under applicable tax law, equal to the statutory minimum amount required to be withheld for tax purposes or such higher amount as is authorized by the Administrator. Participant's election to deliver shares for purposes of such withholding tax obligations shall be made on or before the date that triggers such obligations or, if later, the date that the amount of tax to be withheld is determined under applicable tax law. Participant's election to deliver shares for purposes of such withholding tax obligations shall be irrevocable and shall be approved by the Administrator and otherwise comply with such rules as the Administrator may adopt to assure compliance with Rule 16b-3 or any successor provision, as then in effect, of the General Rules and Regulations under the Securities and Exchange Act of 1934, if applicable.

g. **Nontransferability.** No portion of this Award for which the risks of forfeiture have not lapsed may be assigned or transferred, in whole or in part, other than by will or by the laws of descent and distribution.

h. **2017 Equity Incentive Plan**. The Award evidenced by this Agreement is granted pursuant to the Plan, a copy of which has been made available to the Participant and is hereby incorporated into this Agreement. This Agreement is subject to and in all respects limited and conditioned as provided in the Plan. All capitalized terms in this Agreement not defined herein shall have the meanings ascribed to them in the Plan. The Plan governs this Award and, in the event of any questions as to the construction of this Agreement or in the event of a conflict between the Plan and this Agreement, the Plan shall govern, except as the Plan otherwise provides.

i. **Lockup Period Limitation**. Participant agrees that in the event the Company advises Participant that it plans an underwritten public offering of its Common Stock in compliance with the Securities Act of 1933, as amended, Participant will execute any lock-up agreement the Company and the underwriter(s) deem necessary or appropriate, in their sole discretion, with such public offering.

j. **Blue Sky Limitation**. Notwithstanding anything in this Agreement to the contrary, in the event the Company makes any public offering of its securities and determines, in its sole discretion, that it is necessary to reduce the number of Restricted Stock Awards so as to comply with any state securities or Blue Sky law limitations with respect thereto, the Board of Directors of the Company may accelerate the vesting of this Award (in full or in part), provided that the Company gives Participant 15 days' prior written notice of such acceleration. Notice shall be deemed given when delivered personally or when deposited in the United States mail, first class postage prepaid and addressed to Participant at the address of Participant on file with the Company.

k. **Affiliate Compliance**. Participant agrees that, if Participant is an "affiliate" of the Company or any Affiliate (as defined in applicable legal and accounting principles) at the time of a Change of Control, Participant will comply with all requirements of Rule 145 of the Securities Act of 1933, as amended, and the requirements of such other legal or accounting principles, and will execute any documents necessary to ensure such compliance.

l. **Stock Legend**. The Administrator may require that the certificates for any shares of Common Stock purchased by Participant (or, in the case of death, Participant's successors) shall bear an appropriate legend to reflect the restrictions of Paragraph 4(c) and Paragraphs 4(i) through 4(k) of this Agreement; provided, however, that failure to so endorse any of such certificates shall not render invalid or inapplicable Paragraph 4(c) or Paragraph 4(i) through 4(k).

m. **Scope of Agreement**. This Agreement shall bind and inure to the benefit of the Company and its successors and assigns and of the Participant and any successor or successors of the Participant. This Award is expressly subject to all terms and conditions contained in the Plan and in this Agreement, and Participant's failure to execute this Agreement shall not relieve Participant from complying with such terms and conditions.

n. **Choice of Law**. The law of the state of Minnesota shall govern all questions concerning the construction, validity, and interpretation of this Plan, without regard to that state's conflict of laws rules.

o. **Severability**. In the event that any provision of this Plan shall be held illegal or invalid for any reason, such illegality or invalidity shall not affect the remaining provisions of this Plan, and the Plan shall be construed and enforced as if the illegal or invalid provision had not been included.

p. **Arbitration**. Any dispute arising out of or relating to this Agreement or the alleged breach of it, or the making of this Agreement, including claims of fraud in the inducement, shall be discussed between the disputing parties in a good faith effort to arrive at a mutual settlement of any such controversy. If, notwithstanding, such dispute cannot be resolved, such dispute shall be settled by binding arbitration. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall be a retired state or federal judge or an attorney who has practiced securities or business litigation for at least 10 years. If the parties cannot agree on an arbitrator within 20 days, any party may request that the chief judge of the District Court for Hennepin County, Minnesota, select an arbitrator. Arbitration will be conducted pursuant to the provisions of this Agreement, and the commercial arbitration rules of the American Arbitration Association, unless such rules are inconsistent with the provisions of this Agreement. Limited civil discovery shall be permitted for the production of documents and taking of depositions. Unresolved discovery disputes may be brought to the attention of the arbitrator who may dispose of such dispute. The arbitrator shall have the authority to award any remedy or relief that a court of this state could order or grant; provided, however, that punitive or exemplary damages shall not be awarded. The arbitrator may award to the prevailing party, if any, as determined by the arbitrator, all of its costs and fees, including the arbitrator's fees, administrative fees, travel expenses, out-of-pocket expenses and reasonable attorneys' fees. Unless otherwise agreed by the parties, the place of any arbitration proceedings shall be Hennepin County, Minnesota.

ACCORDINGLY, by accepting the Award, the Participant acknowledges and agrees to all of the terms and conditions set forth in the Award Summary and this Agreement.

RESTRICTED STOCK AGREEMENT
PERFORMANCE-BASED VESTING
(TOTAL STOCKHOLDER RETURN)

CARDIOVASCULAR SYSTEMS, INC.
2017 EQUITY INCENTIVE PLAN

CARDIOVASCULAR SYSTEMS, INC., a Delaware corporation (the "Company") has engaged Morgan Stanley Smith Barney LLC ("MSSB") to maintain an online system to provide secure account access to participants receiving grants (each, a "Participant") under the Company's Amended and Restated 2017 Equity Incentive Plan (as the same may be amended from time to time, the "Plan"). Each Participant has an online account with MSSB with an award summary (the "Award Summary") disclosing the date of the award, the number of shares subject to each award and conditions of the vesting of the award. This Agreement sets forth terms and conditions applicable to those awards set forth in the Award Summary that are subject to performance-based vesting.

W I T N E S E T H:

WHEREAS, the Participant is, on the date of grant set forth in the Award Summary, a key employee, officer or director of, or a consultant or advisor to, the Company or a Subsidiary of the Company; and

WHEREAS, the Company wishes to grant a restricted stock award to the Participant for shares of the Company's Common Stock pursuant to the Plan; and

WHEREAS, the Administrator of the Plan has authorized the grant of a restricted stock award to the Participant.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the parties hereto agree as follows:

1. **Grant of Restricted Stock Award**. The Company hereby grants to the Participant on the date set forth in the Award Summary a restricted stock award (the "Award") for the number of shares of Common Stock set forth in the Award Summary on the terms and conditions set forth in the Award Summary and this Agreement, which shares are subject to adjustment pursuant to Section 15 of the Plan. The Company shall cause an entry to be made in the books of the Company or its designated agent representing such shares of Common Stock in the Participant's name. Upon request, the Company shall cause to be issued one or more stock certificates representing such shares of Common Stock in the Participant's name, and shall hold such certificate until such time as the risk of forfeiture and other transfer restrictions set forth in this Agreement have lapsed with respect to the shares represented by the certificate. The Company may also place a legend in such book entry or on such certificates describing the risks of forfeiture and other transfer restrictions set forth in this Agreement providing for the cancellation of such certificates if the shares of Common Stock are forfeited as provided in Section 2 below. Until such risks of forfeiture have lapsed or the shares subject to this Award have been forfeited pursuant to Section 2 below, the Participant shall be entitled to vote the

shares represented by such stock certificates, but the Participant shall not have any other rights as a stockholder with respect to such shares.

2. **Vesting of Restricted Stock**. For purposes of determining whether the shares of Common Stock subject to this Award shall be forfeited by the Participant or vested upon the lapse of the risks of forfeiture, the following definitions shall apply:

a. "Peer Group" shall mean that group of companies selected by the Administrator for purposes of comparing compensation or performance of the Peer Group to that of the Company.

b. "Performance Period" means the period beginning on the July 1 immediately preceding the date of the Award and ending on the June 30 immediately following the second anniversary of the date of the Award.

c. "90 Day Average Closing Price Beginning of Period" shall mean the average of the closing prices per share of the common stock of the Company or any company in the Peer Group, as applicable, for the 90 consecutive trading days prior to the July 1 of the year in which the Award is granted, as reported by NASDAQ, or if such shares are not traded on NASDAQ, as reported by the principal stock market or automated quotation system on which such shares are traded.

d. "90 Day Average Closing Price End of Period" shall mean the average of the closing prices per share of the common stock of the Company or any company in the Peer Group, as applicable, for the 90 consecutive trading days prior to the July 1 immediately following the second anniversary of the date of the Award, as reported by NASDAQ, or if such shares are not traded on NASDAQ, as reported by the principal stock market or automated quotation system on which such shares are traded.

e. "Total Stockholder Return" shall mean, for either the Company or any company in the Peer Group, as applicable, the product of (i) a fraction, the numerator of which is equal to the 90 Day Average Closing Price End of Period less the 90 Day Average Closing Price Beginning of Period plus any dividends paid with respect to the common stock during the Performance Period, and the denominator of which is the 90 day Average Closing Price Beginning of Period, multiplied by (ii) 100.

f. "Determination Date" shall mean the date the Company's annual report on Form 10-K for the fiscal year ending on the June 30 immediately following the second anniversary of the date the Award is filed with the Securities and Exchange Commission.

The shares of Common Stock subject to this award (the "Shares") shall vest or be forfeited as of the Determination Date based on the Company's Total Stockholder Return as compared to the

Peer Group. If the Company's Total Stockholder Return is less than the 25th percentile of the range of Total Stockholder Return for all of the companies in the Peer Group, the Participant shall forfeit all of the Shares on the Determination Date. If the Company's Total Stockholder Return is equal to or greater than the 25th percentile, but less than or equal to the 50th percentile, of the range of Total Stockholder Return for all of the companies in the Peer Group, the risks of forfeiture shall lapse on the Determination Date with respect to a pro rata portion of the Shares for each percentile point from the 25th percentile to the 50th percentile, such that the risks of forfeiture shall lapse with respect to 50% of the Shares if the Company's Total Stockholder Return is equal to the 50th percentile of the range of Total Stockholder Return for all the companies in the Peer Group. If the Company's Total Stockholder Return is greater than the 50th percentile of the range of Total Stockholder Return for all of the companies in the Peer Group, the risks of forfeiture shall lapse on the Determination Date with respect to 50% of the Shares, plus a pro rata portion of the remaining Shares for each percentile point from the 50th percentile to the 75th percentile, such that the risks of forfeiture shall lapse with respect to 100% of the Shares if the Company's Total Stockholder Return is equal to or greater than the 75th percentile of the range of Total Stockholder Return for all the companies in the Peer Group.

Notwithstanding anything in the Plan, the Award Summary or this Agreement to the contrary, the Shares will become fully vested upon a Change of Control.

3. **Termination of Employment or Other Relationship.** Unless the Executive Severance Plan provides for vesting that is more beneficial to the Participant (in which case the Executive Severance Plan will control), if the Participant's employment or other relationship with the Company (or a Subsidiary of the Company) ceases at any time prior to the Determination Date for any reason, other than for cause but including the Participant's voluntary resignation or retirement, the Participant shall be entitled to receive a fraction of the shares that Participant would have been entitled to receive pursuant to Section 2 above if such employment or other relationship had not ceased, which fraction shall have a numerator equal to the number of full months in the Performance Period that Participant was employed by, or maintained a relationship with, the Company, and a denominator equal to 36. The Participant shall on the Determination Date forfeit all other Shares subject to this Award.

4. **General Provisions**.

a. **Employment or Other Relationship**. This Agreement shall not confer on the Participant any right with respect to continuation of employment or other relationship by the Company, nor will it interfere in any way with the right of the Company to terminate such employment or relationship. Nothing in this Agreement shall be construed as creating an employment or service contract for any specified term between Participant and the Company.

b. **280G Limitations**. Notwithstanding anything in the Plan, this Agreement or in any other agreement, plan, contract or understanding entered into from time to time between Participant and the Company or any of its Subsidiaries to the contrary (except an agreement that expressly modifies or excludes the application of this Paragraph 4(b)), the lapse of the risks of forfeiture of this Award shall not be accelerated in connection with a Change of Control to the extent that such acceleration, taking into account all other rights, payments and

benefits to which Participant is entitled under any other plan or agreement, would constitute a "parachute payment" or an "excess parachute payment" for purposes of Sections 280G and 4999 of the Internal Revenue Code of 1986, as amended, or any successor provisions, and the regulations issued thereunder; provided, however, that the Administrator, in its sole discretion and in accordance with applicable law, may modify or exclude the application of this Paragraph 4(b).

c. **Securities Law Compliance**. Participant shall not transfer or otherwise dispose of the shares of Common Stock received pursuant to this Agreement until such time as counsel to the Company shall have determined that such transfer or other disposition will not violate any state or federal securities laws. The Participant may be required by the Company, as a condition of the effectiveness of this restricted stock award, to provide any written assurances that are necessary or desirable in the opinion of the Company and its counsel to ensure the issuance complies with the applicable securities laws, including that all Common Stock subject to this Agreement shall be held until such time that such Common Stock is registered and freely tradable under applicable state and federal securities laws, for Participant's own account without a view to any further distribution thereof, that the book entries or certificates (as applicable) for such shares shall bear an appropriate legend or notation to that effect and that such shares will be not transferred or disposed of except in compliance with applicable state and federal securities laws.

d. **Mergers, Recapitalizations, Stock Splits, Etc.** Except as otherwise specifically provided in any employment, change of control, severance or similar agreement executed by the Participant and the Company, pursuant and subject to Section 15 of the Plan, certain changes in the number or character of the shares of capital stock of the Company (through sale, merger, consolidation, exchange, reorganization, divestiture (including a spin-off), liquidation, recapitalization, stock split, stock dividend, or otherwise) shall result in an adjustment, reduction, or enlargement, as appropriate, in the number of shares subject to this Award (i.e., Participant shall have such "anti-dilution" rights under the Award with respect to such events, but, subject to the Administrator's discretion, shall not have any "preemptive" rights). Any additional shares that are credited pursuant to such adjustment shall be subject to the same restrictions as are applicable to the shares with respect to which the adjustment relates.

e. **Shares Reserved**. The Company shall at all times during the term of this Award reserve and keep available such number of shares as will be sufficient to satisfy the requirements of this Agreement.

f. **Withholding Taxes**. To permit the Company to comply with all applicable federal and state income tax laws or regulations, the Company may take such action as it deems appropriate to ensure that, if necessary, all applicable federal and state payroll, income or other taxes attributable to this Award are withheld from any amounts payable by the Company to the Participant. If the Company is unable to withhold such federal and state taxes, for whatever reason, the Participant hereby agrees to pay to the Company an amount equal to the amount the Company would otherwise be required to withhold under federal or state law prior to the transfer of any certificates for the shares of Common Stock subject to this Award. Subject to such rules as the Administrator may adopt, the Administrator may, in its sole discretion, permit Participant to satisfy such withholding tax obligations, in whole or in part, by delivering shares

of Common Stock, including shares of Common Stock received pursuant to this Award, having a Fair Market Value, as of the date the amount of tax to be withheld is determined under applicable tax law, equal to the statutory minimum amount required to be withheld for tax purposes or such higher amount as is authorized by the Administrator. Participant's election to deliver shares for purposes of such withholding tax obligations shall be made on or before the date that triggers such obligations or, if later, the date that the amount of tax to be withheld is determined under applicable tax law. Participant's election to deliver shares for purposes of such withholding tax obligations shall be irrevocable and shall be approved by the Administrator and otherwise comply with such rules as the Administrator may adopt to assure compliance with Rule 16b-3 or any successor provision, as then in effect, of the General Rules and Regulations under the Securities and Exchange Act of 1934, if applicable.

g. **Nontransferability.** No portion of this Award for which the risks of forfeiture have not lapsed may be assigned or transferred, in whole or in part, other than by will or by the laws of descent and distribution.

h. **2017 Equity Incentive Plan**. The Award evidenced by this Agreement is granted pursuant to the Plan, a copy of which has been made available to the Participant and is hereby incorporated into this Agreement. This Agreement is subject to and in all respects limited and conditioned as provided in the Plan. All capitalized terms in this Agreement not defined herein shall have the meanings ascribed to them in the Plan. The Plan governs this Award and, in the event of any questions as to the construction of this Agreement or in the event of a conflict between the Plan and this Agreement, the Plan shall govern, except as the Plan otherwise provides.

i. **Lockup Period Limitation**. Participant agrees that in the event the Company advises Participant that it plans an underwritten public offering of its Common Stock in compliance with the Securities Act of 1933, as amended, Participant will execute any lock-up agreement the Company and the underwriter(s) deem necessary or appropriate, in their sole discretion, with such public offering.

j. **Blue Sky Limitation**. Notwithstanding anything in this Agreement to the contrary, in the event the Company makes any public offering of its securities and determines, in its sole discretion, that it is necessary to reduce the number of Restricted Stock Awards so as to comply with any state securities or Blue Sky law limitations with respect thereto, the Board of Directors of the Company may accelerate the vesting of this Award (in full or in part), provided that the Company gives Participant 15 days' prior written notice of such acceleration. Notice shall be deemed given when delivered personally or when deposited in the United States mail, first class postage prepaid and addressed to Participant at the address of Participant on file with the Company.

k. **Affiliate Compliance**. Participant agrees that, if Participant is an "affiliate" of the Company or any Affiliate (as defined in applicable legal and accounting principles) at the time of a Change of Control, Participant will comply with all requirements of Rule 145 of the Securities Act of 1933, as amended, and the requirements of such other legal or accounting principles, and will execute any documents necessary to ensure such compliance.

l. **Stock Legend**. The Administrator may require that the certificates for any shares of Common Stock purchased by Participant (or, in the case of death, Participant's successors) shall bear an appropriate legend to reflect the restrictions of Paragraph 4(c) and Paragraphs 4(i) through 4(k) of this Agreement; provided, however, that failure to so endorse any of such certificates shall not render invalid or inapplicable Paragraph 4(c) or Paragraph 4(i) through 4(k).

m. **Scope of Agreement**. This Agreement shall bind and inure to the benefit of the Company and its successors and assigns and of the Participant and any successor or successors of the Participant. This Award is expressly subject to all terms and conditions contained in the Plan and in this Agreement, and Participant's failure to execute this Agreement shall not relieve Participant from complying with such terms and conditions.

n. **Choice of Law**. The law of the state of Minnesota shall govern all questions concerning the construction, validity, and interpretation of this Plan, without regard to that state's conflict of laws rules.

o. **Severability**. In the event that any provision of this Plan shall be held illegal or invalid for any reason, such illegality or invalidity shall not affect the remaining provisions of this Plan, and the Plan shall be construed and enforced as if the illegal or invalid provision had not been included.

p. **Arbitration**. Any dispute arising out of or relating to this Agreement or the alleged breach of it, or the making of this Agreement, including claims of fraud in the inducement, shall be discussed between the disputing parties in a good faith effort to arrive at a mutual settlement of any such controversy. If, notwithstanding, such dispute cannot be resolved, such dispute shall be settled by binding arbitration. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall be a retired state or federal judge or an attorney who has practiced securities or business litigation for at least 10 years. If the parties cannot agree on an arbitrator within 20 days, any party may request that the chief judge of the District Court for Hennepin County, Minnesota, select an arbitrator. Arbitration will be conducted pursuant to the provisions of this Agreement, and the commercial arbitration rules of the American Arbitration Association, unless such rules are inconsistent with the provisions of this Agreement. Limited civil discovery shall be permitted for the production of documents and taking of depositions. Unresolved discovery disputes may be brought to the attention of the arbitrator who may dispose of such dispute. The arbitrator shall have the authority to award any remedy or relief that a court of this state could order or grant; provided, however, that punitive or exemplary damages shall not be awarded. The arbitrator may award to the prevailing party, if any, as determined by the arbitrator, all of its costs and fees, including the arbitrator's fees, administrative fees, travel expenses, out-of-pocket expenses and reasonable attorneys' fees. Unless otherwise agreed by the parties, the place of any arbitration proceedings shall be Hennepin County, Minnesota.

ACCORDINGLY, by accepting the Award, the Participant acknowledges and agrees to all of the terms and conditions set forth in the Award Summary and this Agreement.

Exhibit 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in the Registration Statements on Form S-8 (No. 333-158755, 333-160609, 333-168682, 333-175703, 333-182668, 333-189856, 333-197348, 333-200214, 333-208137, 333-221651, and 333-261176) of Cardiovascular Systems, Inc. of our report dated August 18, 2022 relating to the financial statements and the effectiveness of internal control over financial reporting, which appears in this Form 10-K.

/s/ PricewaterhouseCoopers LLP

Minneapolis, Minnesota
August 18, 2022

Exhibit 31.1

CERTIFICATION UNDER SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Scott R. Ward, certify that:

1. I have reviewed this annual report on Form 10-K of Cardiovascular Systems, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Dated: August 18, 2022

/s/ Scott R. Ward

Scott R. Ward
Chairman, President and Chief Executive Officer

Exhibit 31.2

CERTIFICATION UNDER SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Jeffrey S. Points, certify that:

1. I have reviewed this annual report on Form 10-K of Cardiovascular Systems, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Dated: August 18, 2022

/s/ Jeffrey S. Points

Jeffrey S. Points
Chief Financial Officer

Exhibit 32.1

CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the filing of the Annual Report on Form 10-K for the year ended June 30, 2022 (the "Report") by Cardiovascular Systems, Inc. ("Registrant"), I, Scott R. Ward, the Chief Executive Officer of the Company, certify, pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, 18 U.S.C. Section 1350, that to the best of my knowledge:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Registrant.

Dated: August 18, 2022

/s/ Scott R. Ward

Scott R. Ward
Chairman, President and Chief Executive Officer

Exhibit 32.2

CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the filing of the Annual Report on Form 10-K for the year ended June 30, 2022 (the "Report") by Cardiovascular Systems, Inc. ("Registrant"), I, Jeffrey S. Points, the Chief Financial Officer of the Company, certify, pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, 18 U.S.C. Section 1350, that to the best of my knowledge:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Registrant.

Dated: August 18, 2022

/s/ Jeffrey S. Points
Jeffrey S. Points
Chief Financial Officer